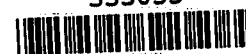


405-10s                      Relocation File  
Cornell Dubilier Electronic Superfund Site  
COFF                      TrfRHA  
Ret WNRC  
PERMANENT DO NOT DESTROY

Cornell Dubilier Electronic Superfund Site  
Hamilton Industrial Park  
333 Hamilton Boulevard, South Plainfield, NJ  
KEYSTONE PLASTICS  
Building 8

333033



## ADDENDUM TO LEASE

TENANTS: Keystone Plastics Inc.

LANDLORD: DSC of Newark Enterprises, Inc.

PREMISES: 333 Hamilton Blvd Bldg 8, S. Plainfield, NJ

LEASE DATED: 10/ /2005

1. This Addendum modifies the above lease entered into between the parties. Wherever the documents may be in conflict this addendum shall prevail.
2. The tenant is not responsible for any maintenance or repairs on the premises except for damage or repairs caused or necessitated by the tenant. The tenant with a representative of the landlord will "walk" the premises and execute a memoranda generally describing the condition of the premises and the premises will be delivered up by the tenant in the same general condition save normal wear and tear at the end of the lease term.
3. The lease will run from October 15, 2005 to October 15, 2006.
4. At the time of the lease signing the tenant will pay \$10,500.00. Same will consist of the first months rent and two month security deposit.
5. Tenant is not responsible for any added rent or other landlord charges beyond the monthly rent of \$3,500.00 (not including utilities; sprinkler alarm charge, late charges). There will be no personal guaranty on the lease.
6. Tenant EIN#22-1476437 and SIC at this site 4225.
7. Any brokerage fee due Resource Realty shall be paid by the Landlord.
8. Landlord represents the sprinkler system serving the premises is in proper working order.

The above Addendum is approved by:

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## BETWEEN

## DSC OF NEWARK ENTERPRISES, INC. AND KEYSTONE PLASTICS CORPORATION

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**THIS AGREEMENT**, between **DSC OF NEWARK ENTERPRISES, INC.**, a Delaware Corporation, having a mailing address at 70 Blanchard Street, in the City of Newark, and the County of Essex and the State of New Jersey, 07105, as Landlord, and **Keystone Plastics Corporation**, a New York corporation, having a mailing address 3451 South Clinton Ave., South Plainfield, NJ 07080 as Tenant;

**WITNESSETH:** The Landlord has let unto the Tenant and the Tenant has hired from the Landlord, the following premises: Building # 8, as designated by Landlord, 333 Hamilton Blvd, South Plainfield, New Jersey commonly referred to as Hamilton Industrial Park for the term of one (1) year to commence from the first day of October, 2005 and to end on the 30<sup>th</sup> day of September, 2006 to be used and occupied only for warehouse and distribution of street cleaning brushes and other related non-hazardous uses, upon the condition and covenants following:

#### ARTICLE 1: PAYMENT OF RENT

The Tenant covenants and agrees to pay to the Landlord, the rent in the following manner: \$42,000.00 (forty two thousand dollars) annually, payable \$3,500.00 on the execution and delivery of this Agreement in payment of the first month's rent, and \$3,500.00 on the first day of each and every month thereafter, payable without demand.

OKAY

#### ARTICLE 2: REPAIRS AND CARE

The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs other than roof repairs and structural repairs which are not made necessary by any use or misuse of the Tenant, its employees, agents, and invitees, and at the end or their expiration of the term, shall deliver the rented premises in good order and condition, damages by the elements excepted.

OKAY

#### ARTICLE 3: COMPLIANCE WITH LAWS, ETC.

The Tenant shall promptly comply with all laws, ordinances, rules, decrees, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to the leased premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with the leased premises during the term of the lease, and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

LANDLORD  
SWOT.  
TO  
C3

#### ARTICLE 4: FAILURE TO COMPLY WITH LAWS, ETC.

In case the Tenant shall fail or neglect to comply with these statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's agents may enter and make the repairs and comply with any and all of the statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

OK

#### ARTICLE 5: ASSIGNMENT

The Tenant shall not assign this lease, or sublet or sublease the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any purpose deemed disreputable or extra hazardous on account of fire, under penalty of damages and forfeiture.

OK

#### ARTICLE 6: ALTERATIONS, IMPROVEMENTS

No alterations, additions, or improvements shall be made in or attached to the leased premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.

OK



## ARTICLE 7: FIRE AND OTHER CASUALTY

In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenantable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance and other causes beyond Landlord's control.

Given  
nature of  
tenancy  
1 year  
lease ends

## ARTICLE 8: INSPECTION AND REPAIR

Tenant agrees that the Landlord and Landlord's Agents, and other representatives, shall have the right to enter the premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations as may be necessary for the safety and preservation thereof, but Landlord shall not be obligated to make such inspections.

LANDLORD TO  
PROVIDE  
NOTICE  
Except in  
Emergency

## ARTICLE 9: RIGHT TO EXHIBIT

The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of the premises, or any part thereof, offering the premises, "To Let" or "For Sale", and the Tenant hereby agrees to permit the signs to remain on the premises without hindrance or molestation.

do not interfere  
upon notice

## ARTICLE 10: VACANCY OR EVICTION

If the premises, or any part thereof, shall become vacant during the term, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor, and re-let the premises as the Agent of the Tenant and receive the rent, applying the same, first to the payment of such expenses as the Landlord may have to in re-entering and then to the payment of the rent due by Tenant; Tenant shall remain liable in advance for the entire deficiency to be realized during the term of re-letting.

OKAY

## ARTICLE 11: REPAIRS OF DAMAGES

Landlord may replace, at the expense of Tenant, any and all broken glass in and about the premises. Landlord may insure, and keep insured, all plate glass in the premises for and in the name of Landlord. Bills for the premiums therefor shall be rendered by the Landlord to Tenant at such time as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the premises, caused by the carelessness, negligence or improper conduct on the part of the Tenant or the Tenant's Agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

✓

## ARTICLE 12: SIDEWALKS, DRIVEWAYS, YARDS, ETC.

The Tenant shall neither encumber, nor obstruct the sidewalks, driveways, yards and grounds, entrance to or halls and stairs of the building, nor allow same to be obstructed or encumbered in any manner.

OKAY  
except as necessary

## ARTICLE 13: SIGNS

The Tenant shall neither place, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever, including a real estate brokerage sign, at, in or about the entrance to the premises nor any other part of same except in or at such place or places as may be indicated by the said Landlord or Landlord's representatives. If the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or about the premises or the building wherein the sign is situated, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.

✓

#### ARTICLE 14: NON-LIABILITY OF LANDLORD

It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, fire, ice or snow, or any leak or flow from or into any part of the building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

within the  
damaged area

#### ARTICLE 15: DEFAULT OF ANY COVENANTS

If default be made in any of the covenants of this agreement, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to move again, repossess and enjoy.

After notice  
+ failure to cure

#### ARTICLE 16: PRIORITY OF MORTGAGE

That this lease shall not be a lien against these premises in respect to any mortgages that are now on or that hereafter may be placed against premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable further to effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of canceling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

OK

#### ARTICLE 17: SECURITY

The Tenant will deposit with the Landlord the sum of \$10,500.00\* as security on execution of leases, for the full and faithful performance by the Tenant of all of the terms and conditions of Tenant's part to be performed, which sum shall be returned to the Tenant without interest after the time fixed as the expiration of the lease term, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on the Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendor for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

notice to  
tenant

\*Represents three months rent. The deposit at no time will be less than three months rent during the term or for any renewals, options, extensions, or expansions.

#### ARTICLE 18: SECURITY DEPOSIT MORTGAGED, ASSIGNED, ETC.

The security deposit under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

OK

#### ARTICLE 19: FIRE INSURANCE

It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Tenant three days' notice in writing of Landlord's intention so to do and giving of such notice, this lease and the term thereof shall terminate and come to an end.

7

#### ARTICLE 20: REMEDIES TENANT'S DEFAULT

Subject to Paragraph 25, it is expressly understood and agreed that in case the premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or any and all their Departments and Bureaus, applicable to the premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt, or make an assignment for the benefit of creditors or

✓

take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to Tenant five days' notice in writing of the Landlord's intention to do so, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the new date were the date originally fixed in this lease for its expiration. Such notice may be given by mail to the Tenant addressed to the leased premises. All notices required to be given to the Tenant may be given by mail addressed to the Tenant at the demised premises.

#### ARTICLE 21: MISCELLANEOUS ADDITIONAL CHARGES

The Tenant shall pay to the Landlord the rent or charge, which may, during the lease term, be assessed or imposed for the water used or consumed in or on the premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed [applicable to sewage disposal and fire line charges, if any], and will also pay the expenses for the setting of a water meter in the premises should the latter be required. If such rent or charges or expenses are not so paid, the same shall be added to the next month's rent thereafter to become due.

#### ARTICLE 22: CREATION OF FIRE HAZARDS

The Tenant will not nor will the Tenant permit under tenant or other persons to do anything in the premises, or permit anything to be brought into the premises or to be kept therein, which will in any way increase the rate of fire insurance on the premises, nor use the premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on the building, and the Tenant agrees to pay on demand any such increase.

#### ARTICLE 23: REMOVAL OF TENANT'S PROPERTY

If after default in payment of rent or violation of any other provision of this lease, or the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such default, removal, expiration of lease, or vacates the premises prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the Tenant and shall become the property of the Landlord.

#### ARTICLE 24: NON-WAIVER BY LANDLORD

The failure of the Landlord to insist strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver of relinquishment for the future of any such covenant, condition or option, but the same shall be and remain in full force and effect.

#### ARTICLE 25: TENANT'S CONTINUED LIABILITY

In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term; such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained, or at the Landlord's option, in advance for the entire deficiency to be realized during the term of re-letting.

#### ARTICLE 26: EMINENT DOMAIN

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of the lease. No part of any award shall belong to the tenant.

**ARTICLE 27: TENANT OBLIGATION TO PAY RENT**

This lease and the obligation of Tenant to pay rent and perform all of the other covenants and agreements on part of Tenant to be performed shall in no wise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or by strikes, accidents, or by any circumstances or causes beyond the Landlord's control.

does not  
apply if  
premises

**ARTICLE 28: DELAY IN OCCUPANCY**

Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of that premises are not ready for occupancy, or because a prior Tenant is wrongfully holding over or any other person is wrongfully in possession or because of any other reason; in such event the rent shall not commence until possession is given or is available, but the term of the lease shall not be extended.

prorate

**ARTICLE 29: SUBORDINATION OF LEASE**

This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which the premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord further to effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

own

**ARTICLE 30: WARRANTY AS TO BROKER**

Tenant represents and warrants to Landlord that William Hettler of Resource Realty of Central New Jersey was solely responsible in bringing about this agreement of lease and Landlord relies upon this representation.

LL to pm

**✓ ARTICLE 31: UTILITIES**

No utilities or services are to be provided by Landlord other than those specifically set forth in this agreement. Electric current for any heater or sprinkler system apparatus, door motors, lighting and exit signs in common adjoining area (if any) is to be supplied and paid for by the Tenant.

fence to  
investigate  
adequacy

**ARTICLE 32: ACCESS TO PREMISES**

Access to premises is to be in common with other occupants of the buildings on the property subject to Landlord's rules and regulations thereon from time to time.

010PM

**ARTICLE 33: ATTORNEY'S FEES**

The Tenant agrees to pay as additional rent, all attorney's fees at the rate of \$150.00 per hour and other expenses, including but not limited to Landlord's employees time at the rate of \$40.00 per hour per individual with a minimum of \$100.00 per court appearance for each individual all as incurred by the Landlord in enforcing any of the Tenant's obligations under this lease.

NO

**ARTICLE 34: INCREASE OF TAXES**

Should the total taxes levied on Landlord's said property increase during the term of this lease or any renewed term thereof, over taxes for 2005 then Tenant agrees to pay increase in taxes as additional rent. Such increase shall be computed and determined on the basis of the proportion which the square foot area of the demised premises bears to the total building square foot area of Landlord's property available for leasing. Such amount shall be paid within five (5) days after demand therefor by Landlord and shall be collectible as part of rent. In the event a reduction of the Landlord's property available for rental occurs for any reason after the base year, the computation of the charges due under this lease will be based on an assessment that will not reflect the reduction of property, nor will the Tenant's percentage of space rise as a result of the diminution. The taxes for the year during and following any reduction of rentable area will be considered to

NO

be the assessment, without the reduction (if any) due to the diminution of the property, multiplied by the applicable tax rate.

#### ARTICLE 35: BREACH OF COVENANT

Tenant agrees to use the premises and to conduct its business in such a manner that it will not create a nuisance or disturbance to other Tenants or occupants. Tenant agrees that it will not keep any dogs on the leased premises, that no objectionable or harmful fumes, smoke, objectionable noise, dust, dirt, gas, vapor, or odor of any kind shall emanate outside of the demised premises, that no corrosion of metal or other deterioration of any form of Landlord's property shall occur to the interior or exterior of the Landlord's property as a result of the Tenant's occupancy. Should Tenant violate any provisions of this paragraph, the Landlord may, if he so elects, give Tenant ten days notice of his intention to terminate this lease and/or any renewed term thereof for breach of covenant. In that event this lease and/or any renewed term thereof, shall terminate on the date of expiration of the notice, and Tenant agrees to vacate and surrender the premises to Landlord on that date, but Tenant shall remain liable for payment of rent until the releasing of the premises or if after reasonable effort to relet the premises, until the original termination date of this lease, or until the date of expiration of any renewed term thereof, notwithstanding such earlier termination. Such notice shall be deemed sufficient if addressed to Tenant at the demised premises and mailed by Registered or Certified Mail. A qualified Chemical Engineer of Landlord's choice shall be sole judge as to whether fumes, etc., emanate outside of the demised premises, and if so, whether they are of an objectionable or harmful nature, or as to whether corrosion, or other forms of deterioration of Landlord's property, as a result of Tenant's occupancy is taking place.

#### ARTICLE 36: DAMAGE TO PREMISES

The Tenant shall occupy the demised premises and operate its business and work in a manner as not to damage the premises nor any of its facilities or installation. Should any damage of any kind or size take place, because of Tenant's operation or negligence, except normal wear and tear, Tenant shall forthwith diligently repair or replace with the same or a similar quality as before such damage or loss occurred, and any failure to do so will be considered a default of this lease.

#### ARTICLE 37: LIABILITY INSURANCE

The Tenant at Tenant's own cost and expense shall obtain or provide and keep in full force for the benefit of the Landlord during the term of this lease, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased premises, for injuries to any person or persons, for limits of not less than \$1,000,000.00 for injuries in any one accident or occurrence, and for loss or damage to the property of any person or persons for not less than \$500,000.00. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and shall be delivered to the Landlord, together with the evidence of payment of premiums therefor, not less than fifteen days prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal or replacement policy with proof of the payment of the premium therefor. The Tenant also agrees and shall have, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, and for any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business.

#### ARTICLE 38: TELEGRAPH SERVICE CHARGE

The Tenant, in addition to other obligations stipulated herein, shall pay to Landlord as rent, within ten (10) days after presentation of bill, a telegraph service charge. This service provides central station supervision over building water flow for fire protection purposes. Tenant will pay to the Landlord the monthly sum of

- (a) Tenant shall, at Tenant's own expense, comply with the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. and the regulations promulgated thereunder (hereinafter referred to as "ISRA"). Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of the Bureau of Industrial Site Evaluation (hereinafter referred to as "The Bureau") of the State of New Jersey Department of Environmental Protection and Energy (hereinafter referred to as the "NJDEPE"). Should the Bureau or any other division of NJDEPE determine that a clean-up plan be prepared and that a clean-up be undertaken because of any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. Tenant's obligations under this paragraph shall arise if there is any closing, termination or transferring of operations of an industrial establishment at the premises pursuant to ISRA. In the event that the Tenant is not deemed a covered "industrial establishment," then in that event, at no expense to Landlord, the Tenant shall promptly obtain a letter of nonapplicability from the NJDEPE and submit it to the Landlord. Tenant shall indemnify, defend and save harmless Landlord from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges or hazardous substances or wastes at the premises which occur during the term of this Lease; and from all fines, suits, procedures, claims, and actions of any kind arising out of Tenant's failure to provide all information, make all submissions, and take all actions required by the ISRA Bureau or any other division of NJDEPE. Tenant's obligations and liabilities under this paragraph shall continue so long as Landlord is held responsible by any governmental authority for any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease. Tenant's failure to abide by the terms of this paragraph shall be restrainable by injunction.
- (b) The Tenant's obligation to pay rent shall continue until such time as the Tenant obtains and delivers to the Landlord, a negative declaration or letter on nonapplicability as defined in the New Jersey Industrial Site Recovery Act, or such other proof, reasonably satisfactory to the Landlord, that the demised premises may be sold without violation of the New Jersey Industrial Site Recovery Act.
- (c) Tenant's SIC number is \_\_\_\_\_

02/19/1

NEDD

#### ARTICLE 47: LANDLORD'S SIGNATURE

This agreement is not binding unless approved in writing by an authorized representative of the Landlord. The Tenant on paying the yearly rent, and performing the covenants under the lease, shall and may peacefully and quietly have, hold and enjoy the premises for the term of the lease, provided, however, that this covenant is subject to Landlord retaining title to the premises. The covenants and agreements contained in this lease are binding on the parties and their respective successors, heirs, executors, administrators and assigns. The words used in the singular shall include words in the plural where the text of this instrument so requires.

IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

SIGNED, SEALED AND DELIVERED in the presence of:

ATTEST:

BY:

DSC OF NEWARK ENTERPRISES, INC.

\_\_\_\_\_  
Anthony A. Coraci, President

ATTEST:

BY:

\_\_\_\_\_  
Marvin Naftal, President

RECEIVED  
FEDERAL BUREAU OF INVESTIGATION  
06 SEP 25 AM 11:24

# INDEX TO LEASE

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**THIS AGREEMENT**, between DSC OF NEWARK ENTERPRISES, INC., a Delaware Corporation, having a mailing address at 70 Blanchard Street, in the City of Newark, and the County of Essex and the State of New Jersey, 07105, as Landlord, and Keystone Plastics Corporation, a New York corporation, having a mailing address 3451 South Clinton Ave., South Plainfield, NJ 07080 as Tenant;

**WITNESSETH:** The Landlord has let unto the Tenant and the Tenant has hired from the Landlord, the following premises: Building # 8, as designated by Landlord, 1355 West Front St., Plainfield, New Jersey commonly referred to as Plainfield Industrial Park for the term of two (2) years to commence from the fifteenth day of October, 2006 and to end on the 14<sup>th</sup> day of October, 2008 to be used and occupied only for warehouse and distribution of street cleaning brushes and other related non-hazardous uses, upon the condition and covenants following:

#### **ARTICLE 1: PAYMENT OF RENT**

The Tenant covenants and agrees to pay to the Landlord, the rent in the following manner: \$48,000.00 (forty eight thousand dollars) annually, payable \$4,000.00 on the execution and delivery of this Agreement in payment of the first month's rent, and \$4,000.00 on the fifteenth day of each and every month thereafter, payable without demand.

#### **ARTICLE 2: REPAIRS AND CARE**

The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs other than roof repairs and structural repairs which are not made necessary by any use or misuse of the Tenant, its employees, agents, and invitees; and at the end of their expiration of the term, shall deliver the rented premises in good order and condition, damages by the elements excepted.

#### **ARTICLE 3: COMPLIANCE WITH LAWS, ETC.**

The Tenant shall promptly comply with all laws, ordinances, rules, directives, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to the leased premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with the leased premises during the term of the lease; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

#### **ARTICLE 4: FAILURE TO COMPLY WITH LAWS, ETC.**

In case the Tenant shall fail or neglect to comply with these statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's agents may enter and make the repairs and comply with any and all of the statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

#### **ARTICLE 5: ASSIGNMENT**

The Tenant shall not assign this lease, or sublet or sublease the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any purpose deemed disreputable or extra hazardous on account of fire, under penalty of damages and forfeiture.

#### **ARTICLE 6: ALTERATIONS, IMPROVEMENTS**

No alterations, additions, or improvements shall be made in or attached to the leased premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.

## ARTICLE 7: FIRE AND OTHER CASUALTY

In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance and other causes beyond Landlord's control.

## ARTICLE 8: INSPECTION AND REPAIR

Tenant agrees that the Landlord and Landlord's Agents, and other representatives, shall have the right to enter the premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations as may be necessary for the safety and preservation thereof, but Landlord shall not be obligated to make such inspections.

## ARTICLE 9: RIGHT TO EXHIBIT

The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of the premises, or any part thereof, offering the premises, "To Let" or "For Sale", and the Tenant hereby agrees to permit the signs to remain on the premises without hindrance or molestation.

## ARTICLE 10: VACANCY OR EVICTION

If the premises, or any part thereof, shall become vacant during the term, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor; and re-let the premises as the Agent of the Tenant and receive the rent, applying the same, first to the payment of such expenses as the Landlord may have to in re-entering and then to the payment of the rent due by Tenant; Tenant shall remain liable in advance for the entire deficiency to be realized during the term of re-letting.

## -ARTICLE 11: REPAIRS OF DAMAGES

Landlord may replace, at the expense of Tenant, any and all broken glass in and about the premises. Landlord may insure, and keep insured, all plate glass in the premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by the Landlord to Tenant at such time as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the premises, caused by the carelessness, negligence or improper conduct on the part of the Tenant or the Tenant's Agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

## ARTICLE 12: SIDEWALKS, DRIVEWAYS, YARDS, ETC.

The Tenant shall neither encumber, nor obstruct the sidewalks, driveways, yards and grounds, entrance to or halls and stairs of the building, nor allow same to be obstructed or encumbered in any manner.

## ARTICLE 13: SIGNS

The Tenant shall neither place, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever, including a real estate brokerage sign, at, in or about the entrance to the premises nor any other part of same except in or at such place or places as may be indicated by the said Landlord or Landlord's representatives. If the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or about the premises or the building wherein the sign is situated, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.

#### ARTICLE 14: NON-LIABILITY OF LANDLORD

It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, fire, ice or snow, or any leak or flow from or into any part of the building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

#### ARTICLE 15: DEFAULT OF ANY COVENANTS

If default be made in any of the covenants of this agreement, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, repossess and enjoy.

#### ARTICLE 16: PRIORITY OF MORTGAGE

That this lease shall not be a lien against these premises in respect to any mortgages that are now on or that hereafter may be placed against premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable further to effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of canceling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

#### ARTICLE 17: SECURITY

The Tenant will deposit with the Landlord the sum of \$8,000.00\* as security on execution of leases, for the full and faithful performance by the Tenant of all of the terms and conditions of Tenant's part to be performed, which sum shall be returned to the Tenant without interest after the time fixed as the expiration of the lease term, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on the Tenant's part to be performed. In the event of a bonafide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

\*Represents two months rent. The deposit at no time will be less than two months rent during the term or for any renewals, options, extensions, or expansions.

#### ARTICLE 18: SECURITY DEPOSIT MORTGAGED, ASSIGNED, ETC.

The security deposit under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

#### ARTICLE 19: FIRE INSURANCE

It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Tenant three days' notice in writing of Landlord's intention so to do and giving of such notice, this lease and the term thereof shall terminate and come to an end.

#### ARTICLE 20: REMEDIES TENANT'S DEFAULT

Subject to Paragraph 25, it is expressly understood and agreed that in case the premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or any and all their Departments and Bureaus, applicable to the premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt, or make an assignment for the benefit

of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to Tenant five days' notice in writing of the Landlord's intention to do so, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the new date were the date originally fixed in this lease for its expiration. Such notice may be given by mail to the Tenant addressed to the leased premises. All notices required to be given to the Tenant may be given by mail addressed to the Tenant at the demised premises.

#### ARTICLE 21: MISCELLANEOUS ADDITIONAL CHARGES

The Tenant shall pay to the Landlord the rent or charge, which may, during the lease term, be assessed or imposed for the water used or consumed in or on the premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed [applicable to sewage disposal and fire line charges, if any], and will also pay the expenses for the setting of a water meter in the premises should the latter be required. If such rent or charges or expenses are not so paid, the same shall be added to the next month's rent thereafter to become due.

#### ARTICLE 22: CREATION OF FIRE HAZARDS

The Tenant will not nor will the Tenant permit under tenant or other persons to do anything in the premises, or permit anything to be brought into the premises or to be kept therein, which will in any way increase the rate of fire insurance on the premises, nor use the premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on the building, and the Tenant agrees to pay on demand any such increase.

#### ARTICLE 23: REMOVAL OF TENANT'S PROPERTY

If after default in payment of rent or violation of any other provision of this lease, or the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such default, removal, expiration of lease, or vacates the premises prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the Tenant and shall become the property of the Landlord.

#### ARTICLE 24: NON-WAIVER BY LANDLORD

The failure of the Landlord to insist strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver of relinquishment for the future of any such covenant, condition or option, but the same shall be and remain in full force and effect.

#### ARTICLE 25: TENANT'S CONTINUED LIABILITY

In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term; such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained, or at the Landlord's option, in advance for the entire deficiency to be realized during the term of re-letting.

#### ARTICLE 26: EMINENT DOMAIN

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of the lease. No part of any award shall belong to the tenant.

#### ARTICLE 27: TENANT OBLIGATION TO PAY RENT

This lease and the obligation of Tenant to pay rent and perform all of the other covenants and agreements on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or by strikes, accidents, or by any circumstances or causes beyond the Landlord's control.

#### ARTICLE 28: DELAY IN OCCUPANCY

Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of that premises are not ready for occupancy, or because a prior Tenant is wrongfully holding over or any other person is wrongfully in possession or because of any other reason; in such event the rent shall not commence until possession is given or is available, but the term of the lease shall not be extended.

#### ARTICLE 29: SUBORDINATION OF LEASE

This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which the premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord further to effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

#### ARTICLE 30: WARRANTY AS TO BROKER

Tenant represents and warrants to Landlord that no broker was responsible in bringing about this agreement of lease and Landlord relies upon this representation.

#### ARTICLE 31: UTILITIES

No utilities or services are to be provided by Landlord other than those specifically set forth in this agreement. Electric current for any heater or sprinkler system apparatus, door motors, lighting and exit signs in common adjoining area (if any) is to supplied and paid for by the Tenant.

#### ARTICLE 32: ACCESS TO PREMISES

Access to premises is to be in common with other occupants of the buildings on the property subject to Landlord's rules and regulations thereon from time to time.

#### ARTICLE 33: ATTORNEY'S FEES

The Tenant agrees to pay as additional rent, all attorney's fees at the rate of \$150.00 per hour and other expenses, including but not limited to Landlord's employees time at the rate of \$40.00 per hour per individual with a minimum of \$100.00 per court appearance for each individual all as incurred by the Landlord in enforcing any of the Tenant's obligations under this lease.

#### ARTICLE 34: INCREASE OF TAXES

Should the total taxes levied on Landlord's said property increase during the term of this lease or any renewed term thereof, over taxes for 2005 then Tenant agrees to pay increase in taxes as additional rent. Such increase shall be computed and determined on the basis of the proportion which the square foot area of the demised premises bears to the total building square foot area of Landlord's property available for leasing. Such amount shall be paid within five (5) days after demand therefor by Landlord and shall be collectible as part of rent. In the event a reduction of the Landlord's property available for rental occurs for any reason after the base year, the computation of the charges due under this lease will be based on an assessment that will not reflect the reduction of property, nor will the Tenant's percentage of space rise as a result of the diminution. The taxes for the year during and following any reduction of rentable area will be

considered to be the assessment, without the reduction (if any) due to the diminution of the property, multiplied by the applicable tax rate.

#### ARTICLE 35: BREACH OF COVENANT

Tenant agrees to use the premises and to conduct its business in such a manner that it will not create a nuisance or disturbance to other Tenants or occupants. Tenant agrees that it will not keep any dogs on the leased premises, that no objectionable or harmful fumes, smoke, objectionable noise, dust, dirt, gas, vapor, or odor of any kind shall emanate outside of the demised premises, that no corrosion of metal or other deterioration of any form of Landlord's property shall occur to the interior or exterior of the Landlord's property as a result of the Tenant's occupancy. Should Tenant violate any provisions of this paragraph, the Landlord may, if he so elects, give Tenant ten days notice of his intention to terminate this lease and/or any renewed term thereof for breach of covenant. In that event this lease and/or any renewed term thereof, shall terminate on the date of expiration of the notice, and Tenant agrees to vacate and surrender the premises to Landlord on that date, but Tenant shall remain liable for payment of rent until the reletting of the premises or if after reasonable effort to relet the premises, until the original termination date of this lease, or until the date of expiration of any renewed term thereof, notwithstanding such earlier termination. Such notice shall be deemed sufficient if addressed to Tenant at the demised premises and mailed by Registered or Certified Mail. A qualified Chemical Engineer of Landlord's choice shall be sole judge as to whether fumes, etc., emanate outside of the demised premises, and if so, whether they are of an objectionable or harmful nature, or as to whether corrosion, or other forms of deterioration of Landlord's property, as a result of Tenant's occupancy is taking place.

#### ARTICLE 36: DAMAGE TO PREMISES

The Tenant shall occupy the demised premises and operate its business and work in a manner as not to damage the premises nor any of its facilities or installation. Should any damage of any kind or size take place, because of Tenant's operation or negligence, except normal wear and tear, Tenant shall forthwith diligently repair or replace with the same or a similar quality as before such damage or loss occurred, and any failure to do so will be considered a default of this lease.

#### ARTICLE 37: LIABILITY INSURANCE

The Tenant at Tenant's own cost and expense shall obtain or provide and keep in full force for the benefit of the Landlord during the term of this lease, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased premises, for injuries to any person or persons, for limits of not less than \$1,000,000.00 for injuries in any one accident or occurrence, and for loss or damage to the property of any person or persons for not less than \$500,000.00. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and shall be delivered to the Landlord, together with the evidence of payment of premiums therefor, not less than fifteen days prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal or replacement policy with proof of the payment of the premium therefor. The Tenant also agrees and shall have, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, and for any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business.

#### ARTICLE 38: TELEGRAPH SERVICE CHARGE

The Tenant, in addition to other obligations stipulated herein, shall pay to Landlord as rent, within ten (10) days after presentation of bill, a sprinkler alarm service charge. This service provides central station supervision over building water flow for fire protection purposes. Tenant will pay to the Landlord the monthly sum of \$125.00. This charge will be subject to adjustment in the event the telegraph company

increases or decreases its charges to Landlord, and/or on a pro rata basis the square footage demised hereunder increases or decreases. Under no circumstances will the Landlord be held liable for the acts or negligence of the telegraph company. The Landlord shall have the right to terminate the service provided for in this paragraph at any time upon sixty (60) days notice to Tenant.

#### ARTICLE 39: LOSS OR DAMAGE CAUSED BY FIRE OR ANY OTHER RISK

Notwithstanding anything to the contrary contained herein, Landlord shall not be liable to Tenant or any insurance carrier for any loss or damage caused by fire, water or any other risk insured against by fire, standard extended coverage and malicious mischief and vandalism insurance, in force at the time of such loss or damage.

#### ARTICLE 40: LANDLORD'S OPTIONS

If the Tenant shall fail or refuse to comply with and perform any conditions and covenants of the within lease, the Landlord may, if the Landlord so elects, carry out and perform such conditions and covenants, at the cost and expense of the Tenant, and the cost and expense shall be payable on demand or, at the option of the Landlord, shall be added to the installment of rent due immediately thereafter, but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this lease contained.

#### ARTICLE 41: EXAMINATION OF PREMISES

The Tenant agrees that he has examined the premises and is familiar with their condition and that the Tenant is leasing the premises in their present condition, except as herein otherwise provided. The Tenant agrees that the Landlord has made no representations or promises with respect to the premises except as herein set forth.

#### ARTICLE 42: LATE FEES

Without prejudice to any other right of the Landlord under this lease, Landlord shall have the right to charge a late fee for rent and other charges paid later than five (5) days after their due date, which fee shall be five percent (5%) per month of the unpaid rent and other charges.

#### ARTICLE 43: UNFORESEEN TAXES

In the event any tax is levied by any governmental body, at any time during the term of the Tenant's occupancy, and in connection therewith, which is not contemplated by the parties, the obligation and payment therefor shall be borne by the Tenant, regardless of the method of collection or upon whom the tax is levied.

#### ARTICLE 44: HEAT

The Tenant will keep the premises sufficiently heated at all times, at his own cost and expense, to prevent freezing, water and steam damage to all sprinkler, plumbing, heating, and all other building utilities, equipment and realty.

#### ARTICLE 45: MINIMUM RENT

Tenant shall pay Landlord as minimum rent for the premises the sum stated in Article 1. In addition to the minimum rent, Tenant shall also pay to Landlord as additional rent those items set forth in Articles 21, 31, 33, 34, 37, 38, 42, 43: utilities, common area maintenance, attorney's fees, taxes and assessments, insurance, alarm charges and late fees.

#### ARTICLE 46: ISRA

(a) Tenant shall, at Tenant's own expense, comply with the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. and the regulations promulgated thereunder (hereinafter referred to as "ISRA"). Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all



requirements of the Bureau of Industrial Site Evaluation (hereinafter referred to as "The Bureau") of the State of New Jersey Department of Environmental Protection and Energy (hereinafter referred to as the "NJDEPE"). Should the Bureau or any other division of NJDEPE determine that a clean-up plan be prepared and that a clean-up be undertaken because of any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. Tenant's obligations under this paragraph shall arise if there is any closing, termination or transferring of operations of an industrial establishment at the premises pursuant to ISRA. In the event that the Tenant is not deemed a covered "industrial establishment," then in that event, at no expense to Landlord, the Tenant shall promptly obtain a letter of nonapplicability from the NJDEPE and submit it to the Landlord. Tenant shall indemnify, defend and save harmless Landlord from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges or hazardous substances or wastes at the premises which occur during the term of this Lease; and from all fines, suits, procedures, claims, and actions of any kind arising out of Tenant's failure to provide all information, make all submissions, and take all actions required by the ISRA Bureau or any other division of NJDEPE. Tenant's obligations and liabilities under this paragraph shall continue so long as Landlord is held responsible by any governmental authority for any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease. Tenant's failure to abide by the terms of this paragraph shall be restrainable by injunction.

(b) The Tenant's obligation to pay rent shall continue until such time as the Tenant obtains and delivers to the Landlord, a negative declaration or letter on nonapplicability as defined in the New Jersey Industrial Site Recovery Act, or such other proof, reasonably satisfactory to the Landlord, that the demised premises may be sold without violation of the New Jersey Industrial Site Recovery Act.

(c) Tenant's SIC number is \_\_\_\_\_.

#### ARTICLE 47: LANDLORD'S SIGNATURE

This agreement is not binding unless approved in writing by an authorized representative of the Landlord. The Tenant on paying the yearly rent, and performing the covenants under the lease, shall and may peacefully and quietly have, hold and enjoy the premises for the term of the lease, provided, however, that this covenant is subject to Landlord retaining title to the premises. The covenants and agreements contained in this lease are binding on the parties and their respective successors, heirs, executors, administrators and assigns. The words used in the singular shall include words in the plural where the text of this instrument so requires.

IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

SIGNED, SEALED AND DELIVERED in the presence of:

**ATTEST:**

**ATTEST:**

**BY:**

DSC OF NEWARK ENTERPRISES, INC.

\_\_\_\_\_  
Anthony A. Coraci, President

**BY:**

KEYSTONE PLASTICS CORPORATION

\_\_\_\_\_  
Marvin Naftal, President



**Milligan, Chris NAB02**

---

**From:** Milligan, Chris NAB02  
**Sent:** Thursday, July 20, 2006 2:24 PM  
**To:** Hawkins, Gloria S NAB02  
**Cc:** Pete Mannino; 'Seppi.Pat@epamail.epa.gov'  
**Subject:** Keystone Plastics

I just spoke to Brian Nastel with Keystone Plastics. He will be available either afternoon of 2 Aug or morning of 3 Aug for us to visit/inspect their space. Sounds like they are just using for warehouse.

I sent him a relocation brochure today. We will firm up day/time next week.

*Christine Milligan*  
(410) 962-5162  
FAX: 962-0866



DEPARTMENT OF THE ARMY  
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS  
P. O. BOX 1715  
BALTIMORE, MD 21203-1715

July 20, 2006

Real Estate Division  
Special Projects Support Branch

Mr. Brian Nastel  
Keystone Plastics  
3451 South Clinton Avenue  
South Plainfield, New Jersey 07080

Dear Mr. Nastel:

As discussed, enclosed is our brochure entitled, "RELOCATION – Your Rights and Benefits as a Displaced Person Under the Federal Relocation Assistance Program". This brochure briefly outlines relocation assistance benefits to which you may be entitled in connection with the relocation of your warehouse at the Hamilton Industrial Park. This relocation is in connection with the Cornell Dublier Electronics Superfund Site in South Plainfield, New Jersey.

I am looking forward to meeting with you on August 2<sup>nd</sup> or 3<sup>rd</sup> to inspect your space in Building 8 at the industrial park. If you have any questions before our meeting, please feel free to contact me at (410) 962-5162; a message may also be left at (888) 867-5215.

Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Christine Milligan  
Realty Specialist  
Special Projects Support Branch

Enclosure

Copy Furnished:  
Pete Mannino, EPA Region II  
Pat Seppi, EPA Region II

DOCUMENT: Keystone-brochure-ltr/Cornell

**Milligan, Chris NAB02**

---

**From:** Milligan, Chris NAB02  
**Sent:** Thursday, August 03, 2006 12:37 PM  
**To:** Pete Mannino  
**Cc:** 'Seppl.Pat@epamail.epa.gov'; Hawkins, Gloria S NAB02  
**Subject:** Keystone Plastics Meeting (2 Aug 06)

Pete --

We met with Brian Naftal of Keystone Plastics yesterday (and his father whose name I can't remember). They indicated that they know nothing about the project and our contact was the first contact made with them.

I told Brian that I would provide you with his number and you would follow-up with him. His phone number is (908) 561-1300; cell phone is (908) 295-8039.

Thanks, Chris

*Christine Milligan*  
(410) 962-5162  
FAX: 962-0866

**Milligan, Chris NAB02**

---

**From:** Milligan, Chris NAB02  
**Sent:** Thursday, August 03, 2006 2:16 PM  
**To:** Hawkins, Gloria S NAB02  
**Subject:** Notes from Fayette Trading (Nesser & Keystone)

Gloria ---

Here's my notes...

4 lifts (trucks/forklifts)  
1 electronic floor scale  
8 measure graph machines (rolling machines)  
2 bailers

**MAILING ADDRESS:** Fayette Trading  
c/o Tom Antoniello  
34 Galloping Hill Circle  
Holmdel, New Jersey 07733

Just so I have it in one place.....Nesser Metals mailing address is:

David Nesser  
Nesser Metals & Alloys LLC  
15 Gulf Road  
East Brunswick, NJ 08816  
(732) 247-7719  
(732) 236-4936 - cell

**Keystone Plastics Information:**

Brian Naftal  
Keystone Plastics, Inc.  
3451 South Clinton Avenue  
South Plainfield, NJ 07080  
(908) 561-1300  
(908) 295-8039 - cell

*Christine Milligan*  
(410) 962-5162  
FAX: 962-0866



DEPARTMENT OF THE ARMY  
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS  
P. O. BOX 1715  
BALTIMORE, MD 21203-1715

August 7, 2006

Real Estate Division  
Special Projects Support Branch

Mr. Brian Naftal  
Keystone Plastics, Inc.  
3451 South Clinton Avenue  
South Plainfield, NJ 07080

Dear Mr. Naftal:

Enclosed for your review, comment, and signature is a "Business Relocation Interview Summary" which was prepared during our visit to Keystone Plastics on 2 August 2006. This survey was conducted in connection with the Cornell-Dublier Superfund Site in South Plainfield, New Jersey.

Please review all information contained on the summary sheet and provide any corrections or comments. Please sign the bottom of the sheet and return it to this office in the envelope provided. If you have not yet provided a copy of the documentation we requested (i.e., copy of your lease and listing of machinery/equipment) during our meeting, please enclose a copy and return with the summary sheet.

If you have any questions regarding this matter, please feel free to contact Ms. Christine Milligan at (410) 962-5162; a message may also be left at (888) 867-5215.

Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Susan K. Lewis  
Environmental Program Manager  
Real Estate Division

Enclosures

CF: Pete Mannino, EPA Region II

MILLIGAN/CENAB-RE-S/CMM/5162

LEWIS/CENAB-RE-S

## **BUSINESS RELOCATION INTERVIEW SUMMARY**

**Keystone Plastics, Inc.**  
**2 August 2006 at 12:30 p.m.**  
**Brian Naftal**

1. Do you plan to reestablish this business? Yes
2. What are your replacement site requirements (size, location, zoning, features, etc.)?
  - Current lease is for 12,000 square feet of space.
  - Zoning needs to be commercial or light industrial. Want to remain in area (other space is pretty much around the corner on South Clinton Avenue)
3. Are there any outstanding contractual obligations that would be affected by a move?
  - Yes, current lease is for a three year term (yearly renewals); first year will expire in October 2006.
  - **Request a copy of lease be provided along with listing of machinery.**
4. What is the financial capacity of the business to accomplish this move?
  - Unknown at this time.
5. Do you need outside specialists for move planning, actual move completion, machinery re-installation? Any preferred companies?
  - May need specialty company (and/or rigger) to reinstall machinery.
6. Identification of real property v. personal property (list equipment and machinery and identify status of each). Do you expect to move all of the personal property to the new site?
  - All personal property anticipated to be moved. No real property identified.
7. What is the estimated time required for business to vacate this site?
  - Anticipate minimum of 6 months to find location and complete move.

8. What is the estimated difficulty in locating replacement site, considering special site requirements, zoning and permit issues, etc? Have you looked for any replacement sites?

- Mr. Naftal anticipates difficulty in locating a new site. When this site was leased, it took approximately 6 months to find/identify the site and 2-3 to negotiate and finalize the lease.

9. Do you anticipate any advance relocation payments will be required? Unknown

---

CHRIS MILLIGAN

---

BRIAN NAFTAL (signature & date)

4 August 2006

MEMORANDUM FOR RECORD

SUBJECT: Keystone Plastics Business Relocation (Cornell-Dublier Superfund Site, S. Plainfield, NJ)

Chris Milligan and Gloria Hawkins met with Mr. Brian Naftal and viewed facility on 2 August 2006. Pete Mannino (EPA) did not attend so Chris provided an overview on EPA's site work and anticipated schedule and cautioned owner that this was our preliminary meeting to gather information and they should not begin the moving process. Mr. Naftal indicated that they have not been contacted by EPA regarding the project. I advised that I would provide Pete with his phone number and ask Pete to contact.

Chris reviewed moving & related expenses and reestablishment expenses with Mr. Naftal; he was previously provided with a copy of the relocation brochure. Chris provided a review sheet of benefits and explained reestablishment (capped at \$10,000), and moving and related expenses, and ineligible expenses.

We requested a copy of his current lease and equipment listing.

CHRISTINE MILLIGAN  
Realty Specialist



## **BUSINESS RELOCATION INTERVIEW SUMMARY**

**Keystone Plastics, Inc.**  
**2 August 2006 at 12:30 p.m.**  
**Brian Naftal**

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  - Anticipate minimum of 6 months to find location and complete move.

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9. Do you anticipate any advance relocation payments will be required? Unknown

---

CHRIS MILLIGAN

---

BRIAN NAFTAL (signature & date)

MEMORANDUM FOR RECORD

SUBJECT: Keystone Plastics Business Relocation (Cornell-Dublier Superfund Site, S. Plainfield, NJ)

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We requested a copy of his current lease and equipment listing.

CHRISTINE MILLIGAN  
Realty Specialist

## BUSINESS RELOCATION INTERVIEW QUESTIONS

1. Do you plan to reestablish this business?

yes storage

2. What are your replacement site requirements (size, location, zoning, features, etc.)?

12,000 sq ft

3. Are there any outstanding contractual obligations that would be affected by a move?

yearly renewal - lease (Oct - 1 year up)  
they have done roof, walkway, etc.

4. What is the financial capacity of the business to accomplish this move?

5. Do you need outside specialists for move planning, actual move completion, machinery re-installation? Any preferred companies?

may

6. Identification of real property v. personal property (list equipment and machinery and identify status of each). Do you expect to move all of the personal property to the new site?

yes

7. What is the estimated time required for business to vacate this site?

6 months

may take  
less (some  
equip)

8. What is the estimated difficulty in locating replacement site, considering special site requirements, zoning and permit issues, etc? Have you looked for any replacement sites?

Industrial  
Commercial

9. Do you anticipate any advance relocation payments will be required?

Access for

24' truck

only one way in  
+ out

## MOVING SUMMARY

Decision –

1. Commercial move: Based on lower of 2 bids prepared by commercial mover. Commercial mover performs move.

OR

2. Self-move: Based on:

- a. The lower of 2 bids prepared by commercial mover. Blue Ridge Outfitters performs move; or
- b. Receipted bills for labor and equipment. Hourly labor rates should not exceed rates paid to commercial mover to employees performing the same activities.

3. Move costs include:

- a. Transportation of personal property up to 50 miles
- b. Packing, crating, unpacking and uncrating of personal property
- c. Disconnecting, dismantling, removing, reassembling, and reinstalling personal property (machinery, equipment, and substitute personal property) and connections to utilities within the building. Also includes modifications to personal property to adapt it to the replacement structure or site, including those required by law or code.
- d. Storage costs, not to exceed 12 months.
- e. Insurance for replacement value of property moved or stored.
- f. Replacement value of property lost, stolen or damaged in move if insurance is not available.
- g. Licenses, permits, fees or certifications required at replacement site.
- h. Professional services required in connection with the move.
- i. Relettering signs and replacing stationery on hand at the time of the move.
- j. Direct loss of tangible personal property incurred as a result of the move. Payment shall be lesser of (1) fair market value of item in place for continued use less proceeds from its sale, or (2) the estimated cost of moving the item as is but with no allowance for storage.
- k. For purchase of substitute personal property to replace items not moved, payment will be based on the lesser of (1) cost of substitute item including installation, minus proceeds from sale or trade-in, or (2) the estimated cost of moving and reinstalling the replaced item but with no allowance for storage.

- l. Cost of selling an item that is not to be moved.
- m. Search costs for replacement property, not to exceed \$2,500. Expenses include transportation, meals, lodging, time spent searching for site, obtaining permits, and negotiating purchase, fees to real estate agent exclusive of any fees/commissions related to purchase of the site.
- n. For low value/high bulk items the payment shall be based on the lesser of (1) the amount which would have been received if the property were sold at the site, or (2) the cost of a comparable quantity delivered to the new site.
- o. Advertising signs, if any: Payment for direct loss of sign based on the lesser of (1) depreciated value of the sign less the proceeds from its sale or (2) estimated cost of moving the sign but with no allowance for storage.

## PERSONAL PROPERTY INVENTORY

## ITEM

## PERSONAL/REAL PROPERTY

## MOVING IT?

[illegible]

**BRIAN NAFTAL**

**Sales/Operations**

# **Keystone Plastics Inc.**



**Manufacturers of Polypropylene Filaments/Bristle  
and Street Sweeping Replacement Brooms**

**3451 South Clinton Avenue  
South Plainfield, NJ 07080  
[www.keystonesweeperbrushes.com](http://www.keystonesweeperbrushes.com)**

**(908)-561-1300  
1-800-635-5238  
Fax: (908) 561-5189  
Cell: (908)-295-8039**





**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

REGION 2  
290 BROADWAY  
NEW YORK, NY 10007-1866

**CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

**August 17, 2006**

**Brian Naftal  
Keystone Plastics  
333 Hamilton Blvd.  
Building # 8  
South Plainfield, New Jersey 07080**

**SUBJECT: Cornell-Dubilier Electronics Superfund Site  
a.k.a Hamilton Industrial Park  
South Plainfield, New Jersey**

**Dear Mr. Naftal:**

This notice is to officially inform you that the U.S. Environmental Protection Agency (EPA) expects to implement the selected remedy for the building component of Operable Unit 2 at the Cornell-Dubilier Electronics (CDE) Superfund Site. As you are aware, the selected remedy calls for the relocation of eligible tenants and the demolition of the 18 buildings located at the former CDE facility.


The U.S. Army Corps of Engineers (USACE) is acting as an agent of the EPA to perform the commercial relocations required for this project. As you have been made aware through previous contacts, it will soon be necessary for you to vacate the property. The USACE will provide advisory services to assist you in the move to a replacement site. The moving assistance includes referrals to replacement sites and help in filing claims. You may also be eligible for relocation assistance benefits as described in the Relocation Brochure entitled "Your Rights and Benefits as a Displaced Person Under the Federal Relocation Assistance Program." A copy of this brochure was previously provided to you.

This notice is to formally advise you, in accordance with 49 CFR 24.203c, that you will not be required to vacate the property for at least ninety (90) days. The Government requires possession of the property by November 30, 2006, so it will be necessary for you to vacate and surrender the premises by that date.

Please be assured that we will make every effort for your relocation to proceed as smoothly as possible and to minimize the impact upon you during the process. Your cooperation in this matter is greatly appreciated.

If you have any questions regarding this letter or the remediation process at the CDE site, please feel free to contact me at 212-637-4395. Questions regarding the relocation process can be directed to your USACE relocation specialist, Gloria Hawkins, at 1-888-867-5215.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Mannino", followed by a long horizontal line.

Peter Mannino, Remedial Project Manager  
Central New Jersey Remediation Section



DEPARTMENT OF THE ARMY  
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS  
P. O. BOX 1715  
BALTIMORE, MD 21203-1715

August 25, 2006

Real Estate Division  
Special Projects Support Branch

Mr. Brian Naftal  
Keystone Plastics, Inc.  
3451 South Clinton Avenue  
South Plainfield, New Jersey 07080

Dear Mr. Naftal:

This is regarding signature and return of your "Business Relocation Interview Summary" which was provided by letter dated August 7, 2006. This survey was conducted in connection with the Cornell-Dublier Superfund Site in South Plainfield, New Jersey.

To date, we have not received the signed summary form, a copy of your existing lease, and the equipment listing requested. Enclosed is an additional copy of the summary sheet should it be needed. Please sign the summary sheet and return it to this office in the envelope provided as soon as possible along with a copy of your lease and equipment listing.

Also, as advised by EPA's letter dated August 17, 2006, your 90-day notice to vacate Building 8 has been provided; this building is to be vacated no later than November 30, 2006. We would like to obtain the requested items to help facilitate your move.

You will be contacted in the near future by Alpha Moving Company to schedule a time for them to conduct a walk through in order to provide us with a moving estimate. Please be advised that you still have the three options discussed to choose from for your actual move; however, we are obtaining estimates for all moves to insure consistency.

If you have any questions regarding this matter, please feel free to contact Christine Milligan at (410) 962-5162; a message may also be left at (888) 867-5215. You may also contact Pete Mannino with EPA at 212-637-4395.

Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Susan K. Lewis  
Environmental Program Manager  
Real Estate Division

Enclosures  
CF: Pete Mannino, EPA Region II

MILLIGAN/CENAB-RE-S/CMM/5162  
LEWIS/CENAB-RE-S

**1-800-605-2574**

LICENSES: NJPC/PM-00710 • DOT/ST-32860 • USDOT 586588

**ALPHA**  
MOVING & STORAGE, INC.

"OUR PROMISES ARE SET IN STONE"



September 14, 2006

To Whom It May Concern:

On August 30<sup>th</sup> 2006 I performed a visual site survey for Keystone Plastics at 333 Hamilton Blvd, South Plainfield NJ for a proposed relocation within a 50 mile radius of the current site.

This site is exclusively for warehousing product that would require one forklift truck at origin, and one at destination to receive the loads.

Due to weight restraints this project would require 10 tractor trailer loads @\$2,000 per load. Rigging would be necessary to move 3 extremely large machines called a winder, grinder, and a roll former at a cost of \$2,500. Also one flatbed trailer @\$2,500 would be needed to handle this project.

Project Management would be included on this project for an additional \$200 making the estimated cost \$25,200.

Should you require any further information please do not hesitate to contact me on my cell phone at (973) 727- 9824.

Have a great day!

Sincerely,

Michael Andreaggi  
Executive Vice President Commercial Sales



**Daly, Mary E NAB02**

---

**From:** Milligan, Chris NAB02  
**Sent:** Tuesday, September 19, 2006 12:09 PM  
**To:** Daly, Mary E NAB02  
**Subject:** RE: Keystone Plastics

No. When we met it was more for me to just see their space and provide information....they weren't going to be one of the first at the time so we didn't get into specifics.

---

**From:** Daly, Mary E NAB02  
**Sent:** Tue 9/19/2006 9:29 AM  
**To:** Milligan, Chris NAB02  
**Subject:** RE: Keystone Plastics

Thank you for this info. Did they indicate what areas they were willing to move to or not move to?

---

**From:** Milligan, Chris NAB02  
**Sent:** Tuesday, September 19, 2006 8:42 AM  
**To:** Daly, Mary E NAB02  
**Subject:** RE: Keystone Plastics

Mary == Their space is open space, no office area, and all on one floor.

There are two or three pieces of equipment but it looked as if two were being stored and only one was being used.

They are using this space as storage. They have additional space around the corner (on Clinton Ave I think) so this is very close and convenient for them.

We did not really get into discussion on renewing or not renewing. Going by memory they indicated they renew on a yearly basis for a year (no out until next yearly option)...but without a copy of the lease....

Chris

---

**From:** Daly, Mary E NAB02  
**Sent:** Tue 9/19/2006 8:40 AM  
**To:** Milligan, Chris NAB02  
**Subject:** RE: Keystone Plastics

Chris,

Thank you. I found the 7 Aug on your desk and Marion printed out a copy of the 25 Aug for me; the 03 Aug was already in the file. Mr. Naftal has not returned the signed interview sheet nor a copy of the lease.

In reading the Interview Summary it says they have 12,000 sq. ft. of space - is that

1. all just open space
2. any office area.
3. all on one floor.

9/21/2006

4. Is there a lot of machinery?
5. What do you mean by your comment on the IS sheet that "other space is pretty much around the corner on S. Clinton Ave.?"
6. since their lease expires at the end of October, what have they been told about renewing/not renewing it?

Thanks,

Mary

---

**From:** Milligan, Chris NAB02  
**Sent:** Tuesday, September 19, 2006 7:50 AM  
**To:** Daly, Mary E NAB02  
**Cc:** Deutsch, Marion NAB02  
**Subject:** RE: Keystone Plastics

Mary -- There should be three yellows in the Keystone file....

First providing the brochures before our 2 Aug meeting, 7 August letter providing typed responses to questions for their review, signature, and return, and a 25 Aug letter to follow-up on the 7 Aug letter.

If they are not in the file, check my in box or with Marion....she may still have them. If you can get into special projects, milligan, cornell, they are saved as Keystone-\*\*\*\*\*

The last message that I left for Brian was to contact me or you and I provided both of our numbers. I have not heard from him.

This is the guy that I told "don't worry....you have a while" (on 2 Aug) and the next week (or two weeks later) he got the 90-day notice from EPA.

I have not provided them with any comps.

Hope this helps. Let me know if you have any other questions.

Chris

---

**From:** Daly, Mary E NAB02  
**Sent:** Tue 9/19/2006 7:38 AM  
**To:** Milligan, Chris NAB02  
**Subject:** Keystone Plastics

Chris,

I've reread your emails on this Company. I noticed in your file that you have handwritten notes on the sheet for the interview questions, but not all the questions were answered and there is nothing they signed off on. Do you think I need to meet with them again on these questions? I assume they received the booklet. Did you have any other meetings/telecons with them? Based on where you left off with them would you say the next step would be to get some comps for them - I don't want to be doing stuff you already covered but I don't want to miss anything either.

Thanks,

9/21/2006

**Daly, Mary E NAB02**

---

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**Sent:** Tuesday, September 19, 2006 7:50 AM  
**To:** Daly, Mary E NAB02  
**Cc:** Deutsch, Marion NAB02  
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Chris

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**Subject:** Keystone Plastics

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Thanks,

Mary

9/19/2006

**Bunche, Helen C NAB02**

---

**From:** Daly, Mary E NAB02  
**Sent:** Tuesday, September 19, 2006 2:10 PM  
**To:** Bunche, Helen C NAB02  
**Subject:** CoStar Request

Helen,

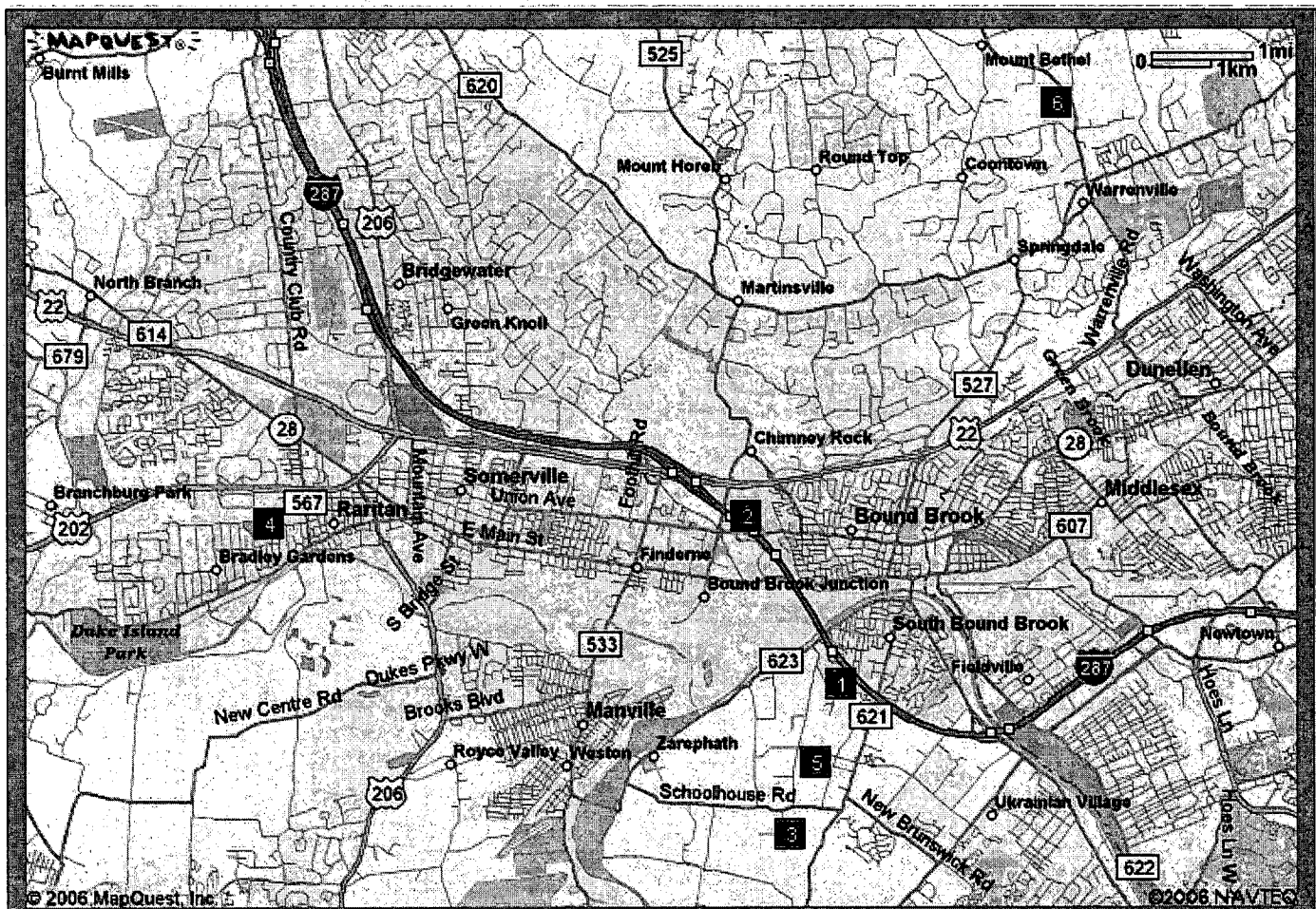
Would you please conduct a search for commercial properties to lease based on the following criteria:

1. All of Somerset County, New Jersey
2. 12,000-13,000sq. ft., one story
3. Property Type: Commercial/Industrial
4. Business Type (if required): Manufacturing or Industrial Complex
5. Lot Description: No Preference
6. Price: No preference

Let me know if you need any other info. Thank you for your help with this.

Mary





	Address	City	Property Type	Property Size	Space Avail	Rent/SF/Yr
1	323 Campus Dr	Somerset	Industrial/Warehouse	70,000 SF	70,000 SF	\$5.50
2	14 E Easy St	Bound Brook	Industrial/Warehouse	36,000 SF	24,000 SF	Negotiable
3	4-8 Heller Park Ln	Somerset	Industrial/Warehouse	308,900 SF	13,000 SF	Negotiable
4	10 Johnson Dr	Raritan	Industrial/Manufacturing	57,525 SF	46,525 SF	\$4.50
5	400 Pierce St	Somerset	Industrial/Warehouse	157,114 SF	24,688 SF	\$6.15-\$11.00
6	6 Powder Horn Dr	Warren	Industrial/Manufacturing	37,000 SF	12,000 SF	\$12.50

**323 Campus Dr**

**Franklin Twp  
Somerset, NJ 08873  
Somerset County**

---

<b>RBA:</b> 70,000 SF	<b>Building Status:</b> Warehouse Building Built 1966
<b>Total Avail:</b> 70,000 SF	<b>Smallest Space:</b> 70,000 SF
<b>Warehouse Avail:</b> 70,000 SF / 9,000 ofc	<b>Max Contig:</b> 70,000 SF
<b>Office Avail:</b> 0 SF	
<b>Features:</b> Floor Drains, Property Manager on Site	
<b>Parking:</b> 50 free Surface Spaces are available; Ratio of 1.00/1,000 SF	

---

**Structure**

**Ceiling Height:** 16'0"-18'0"  
**Column Spacing:** 30'w x 40'd  
**Stories:** 1  
**Construction:** -

**Site**

**Tenancy:** Multiple Tenant  
**Land Area:** 6.90 AC  
**Zoning:** -

**Loading**

**Loading Docks:** 7 ext  
**Cross Docks:** None  
**Drive Ins:** 2  
**Rail Line:** None  
**Rail Spots:** None  
**Crane:** None

**Utilities**

**Gas - Natural, Heating - Gas, Sewer - City, Water - City**  
**Power:** 800a 3p

**Financial Data**

**Rent/SF/yr:** \$5.50  
**Services:** Negotiable  
**For Sale Info:** For Sale at \$6,100,000 (\$87.14/SF) - Active

**For Further Information, Please Contact:**

**International Realty Group, L.L.C.  
732-452-0750  
Richard Gelmetti x10**

## 14 E Easy St

MiddleBrook Crossroads, 14E  
Bridgewater Twp  
Bound Brook, NJ 08805  
Somerset County

RBA: <b>36,000 SF</b>	Building Status: <b>Warehouse Building Existing</b>
Total Avail: <b>24,000 SF</b>	Smallest Space: <b>24,000 SF</b>
Warehouse Avail: <b>24,000 SF / 2,400 ofc</b>	Max Contig: <b>24,000 SF</b>
Office Avail: <b>0 SF</b>	
Parking: <b>Free Surface Spaces</b>	
Parcel Number: <b>06-00356.00-00001.00, 06-00356.00-00003.00, 06-00356.00-00004.00</b>	

### Structure

Ceiling Height: **14'8"**  
Column Spacing: **20'w x 60'd**  
Stories: **1**  
Construction: **Reinforced Concrete**

### Site

Tenancy: **Multiple Tenant**  
Land Area: **-**  
Zoning: **-**

### Loading

Loading Docks: **11 ext**  
Cross Docks: **-**  
Drive Ins: **12'0"w x 13'0"h**  
Rail Line: **Yes**  
Rail Spots: **-**  
Crane: **-**

### Utilities

Heating  
Power: **400a/208v 3p/4w**

### Financial Data

Rent/SF/yr: **Negotiable**  
Services: **Negotiable**  
For Sale Info: **Not For Sale**

### For Further Information, Please Contact:

Advance Realty Group  
973-307-1100  
Patrick Luzzi (973) 307-1052

## 4-8 Heller Park Ln

Heller Park Somerset  
Franklin Township  
Somerset, NJ 08873  
Somerset County

RBA: **308,900 SF**  
Total Avail: **13,000 SF**  
Warehouse Avail: **0 SF**  
Office Avail: **13,000 SF**  
Features: **Fenced Lot**

Building Status: **Warehouse Building Built Jul 2001**  
Smallest Space: **13,000 SF**  
Max Contig: **13,000 SF**

### Structure

Ceiling Height: **28'0"**  
Column Spacing: **38-39'w x 38-39'd**  
Stories: **2**  
Construction: **Masonry**

### Site

Tenancy: **Multiple Tenant**  
Land Area: **17.37 AC**  
Zoning: **L-I**

### Loading

Loading Docks: **32 ext**  
Cross Docks: **None**  
Drive Ins: **38'6" w x 38'6" h**  
Rail Line: **None**  
Rail Spots: **None**  
Crane: **None**

### Utilities

Gas - Natural, Heating - Gas, Sewer - City, Water - City  
Power: **1200a/480v 3p**

### Financial Data

Rent/SF/yr: **Negotiable**  
Services: **TBD**  
For Sale Info: **Not For Sale**

Expenses: **2002 Est Tax @ \$0.33/sf**

### **For Further Information, Please Contact:**

Sheldon Gross Realty, Inc.  
973-325-6200  
Jonathan Glick x120

## 10 Johnson Dr

Raritan Industrial Park, Bldg 2

Raritan Boro

Raritan, NJ 08869

Somerset County

RBA: 57,525 SF	Building Status: Manufacturing Building Built 1964
Total Avail: 46,525 SF	Smallest Space: 10,000 SF
Warehouse Avail: 46,525 SF / 2,000 ofc	Max Contig: 46,525 SF
Office Avail: 0 SF	
Parking: Free Surface Spaces; Ratio of 0.96/1,000 SF	
Parcel Number: 03-00022.00-00002.00	

### Structure

Ceiling Height: 16'0"  
Column Spacing: 20'w x 60'd  
Stories: 1  
Construction: -

### Site

Tenancy: Multiple Tenant  
Land Area: -  
Zoning: I

### Loading

Loading Docks: 5 ext  
Cross Docks: -  
Drive Ins: 2  
Rail Line: Conrail  
Rail Spots: 3 ext  
Crane: None

### Utilities

Heating - Gas, Sewer - City, Water - City  
Power: 1000a/277-480v

### Financial Data

Rent/SF/yr: \$4.50  
Services: Triple Net  
For Sale Info: Not For Sale

### For Further Information, Please Contact:

Knauer Realtycorp  
908-526-7600  
Leonard Knauer x227

**400 Pierce St.**

**Bus Park @ Franklin Twp  
Franklin Township  
Somerset, NJ 08873  
Somerset County**

RBA: <b>157,114 SF</b>	Building Status: <b>Warehouse Building Built 1986</b>
Total Avail: <b>24,688 SF</b>	Smallest Space: <b>4,630 SF</b>
Warehouse Avail: <b>0 SF</b>	Max Contig: <b>24,688 SF</b>
Office Avail: <b>24,688 SF</b>	
Parking: <b>Free Surface Spaces; Ratio of 0.51/1,000 SF</b>	
Parcel Number: <b>08-00517.05-00017.01</b>	

**Structure**

Ceiling Height: **24'0"**  
Column Spacing: **40'w x 40'd**  
Stories: **1**  
Construction: **-**

**Site**

Tenancy: **Multiple Tenant**  
Land Area: **10.36 AC**  
Zoning: **-**

**Loading**

Loading Docks: **21 ext**  
Cross Docks: **-**  
Drive Ins: **4**  
Rail Line: **None**  
Rail Spots: **None**  
Crane: **None**

**Utilities**

Gas - **Natural**, Heating - **Gas**, Sewer - **City**, Water - **City**  
Power: **1200a/277-480v 3p/4w**

**Financial Data**

Rent/SF/yr: **\$6.15-\$11.00**  
Services: **Triple Net**  
For Sale Info: **Not For Sale**

**For Further Information, Please Contact:**

CB Richard Ellis  
201-712-5600  
Mindy Lissner (732) 509-2831

## 6 Powder Horn Dr

Tenbe Hi-Tech Park, Bldg 1  
Warren Township  
Warren, NJ 07059  
Somerset County

RBA:	37,000 SF	Building Status:	Manufacturing Building Built Mar 1988
Total Avail:	12,000 SF	Smallest Space:	6,000 SF
Warehouse Avail:	0 SF	Max Contig:	12,000 SF
Office Avail:	12,000 SF		
Parking:	Free Surface Spaces; Ratio of 3.00/1,000 SF		
Parcel Number:	20-00078.00-00019.04		

### Structure

Ceiling Height: 22'0"  
Column Spacing: -  
Stories: 1  
Construction: -

### Site

Tenancy: Multiple Tenant  
Land Area: 5 AC  
Zoning: -

### Loading

Loading Docks: 2 ext  
Cross Docks: -  
Drive Ins: 3  
Rail Line: None  
Rail Spots: None  
Crane: None

### Utilities

Gas - Natural, Heating - Gas, Sewer - City, Water - City

### Financial Data

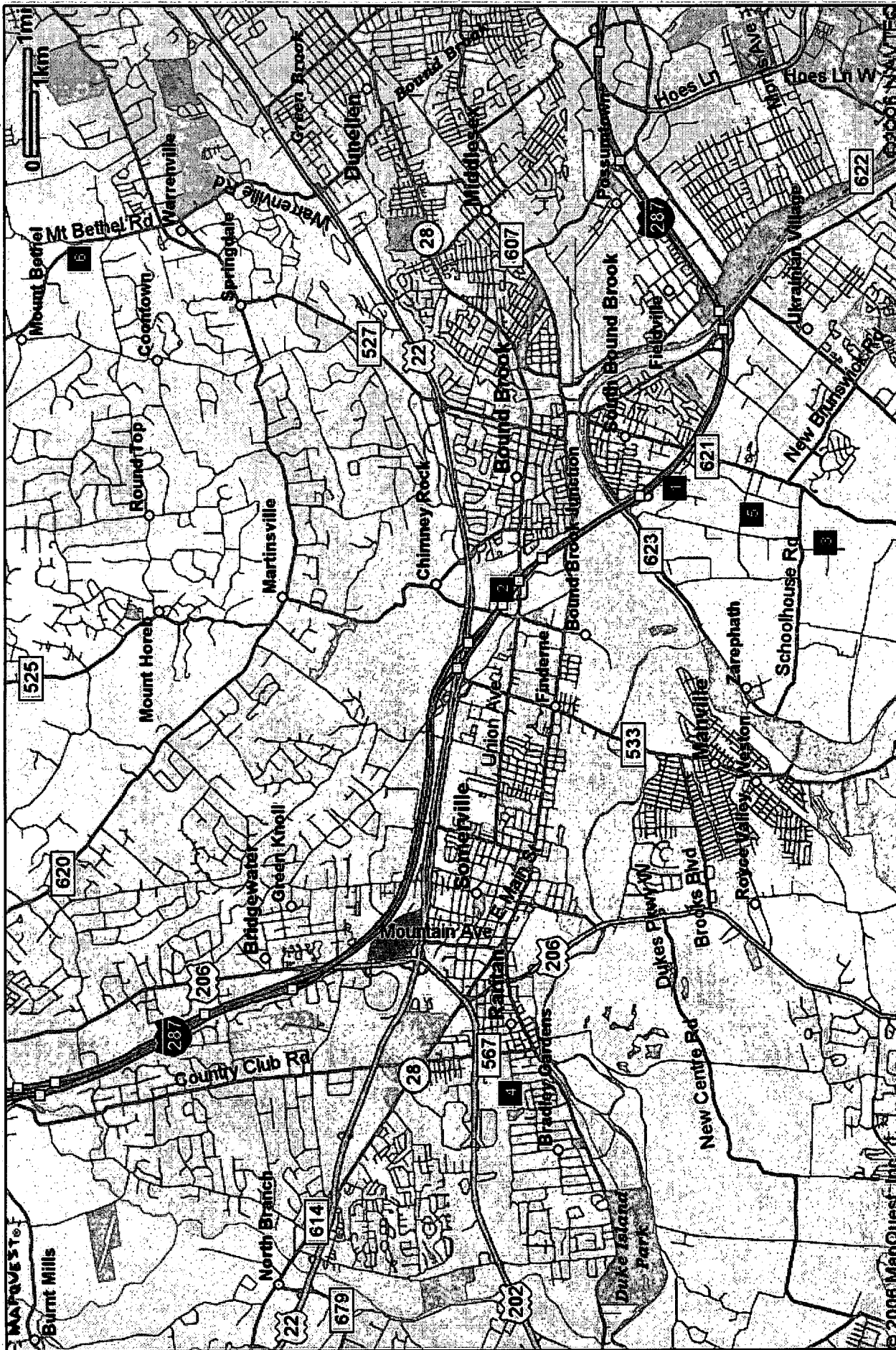
Rent/SF/yr: \$12.50  
Services: Triple Net  
For Sale Info: Not For Sale

### For Further Information, Please Contact:

International Realty Group, L.L.C.

732-452-0750

Richard Gelmetti x10

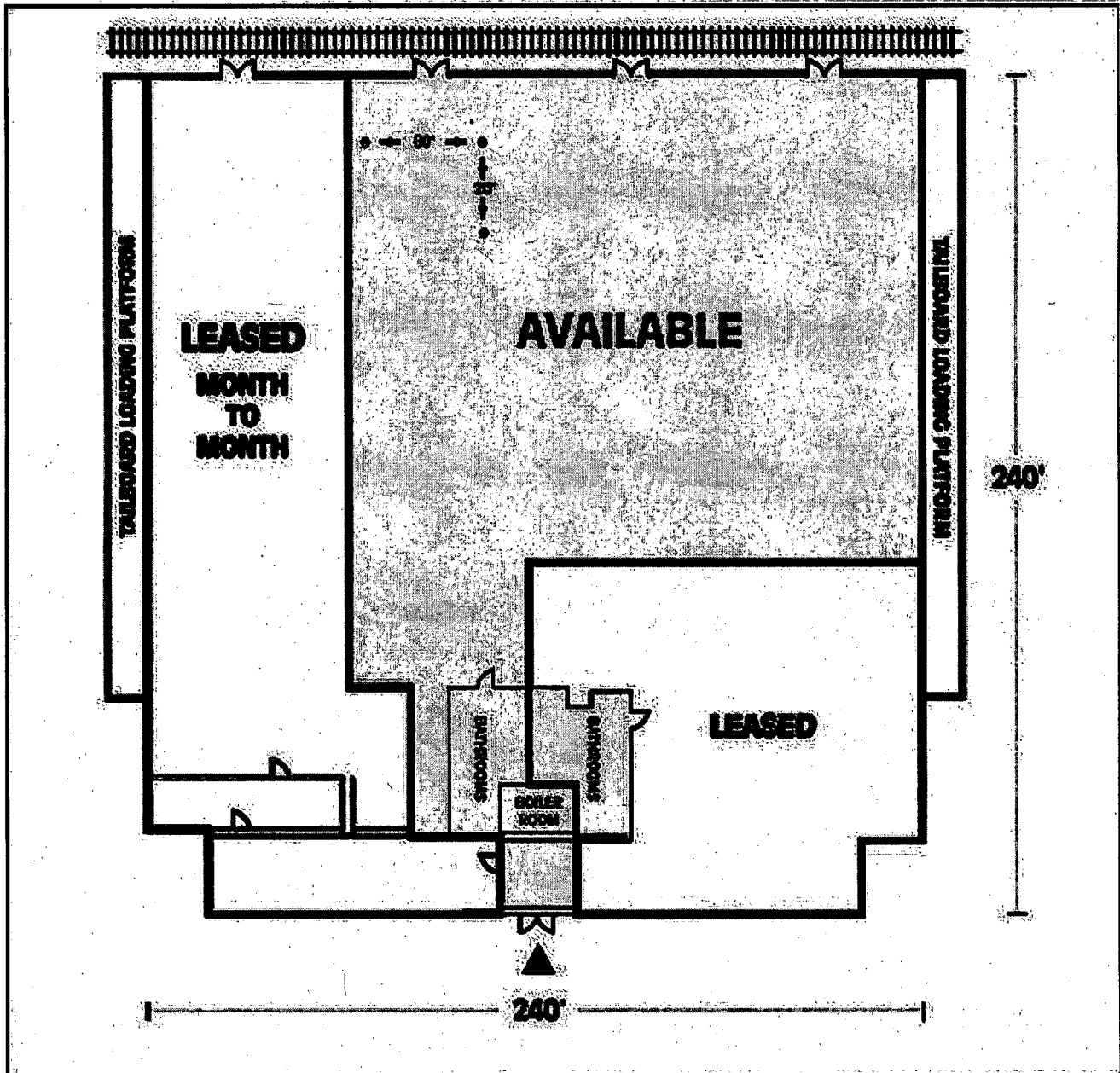




# 10 Johnson Dr - Raritan Industrial Park

Entire 1st Floor

Raritan, NJ



## Site Plan Report

323 Campus Dr, Somerset, NJ 08873

No Site Plan image was found for this property

## Site Plan Report

### MiddleBrook Crossroads

14 E Easy St, Bound Brook, NJ 08805

No Site Plan image was found for this property

## Site Plan Report

### Heller Park Somerset

4-8 Heller Park Ln, Somerset, NJ 08873

No Site Plan image was found for this property

## Site Plan Report

### Raritan Industrial Park

10 Johnson Dr, Raritan, NJ 08869

No Site Plan image was found for this property.

## Site Plan Report

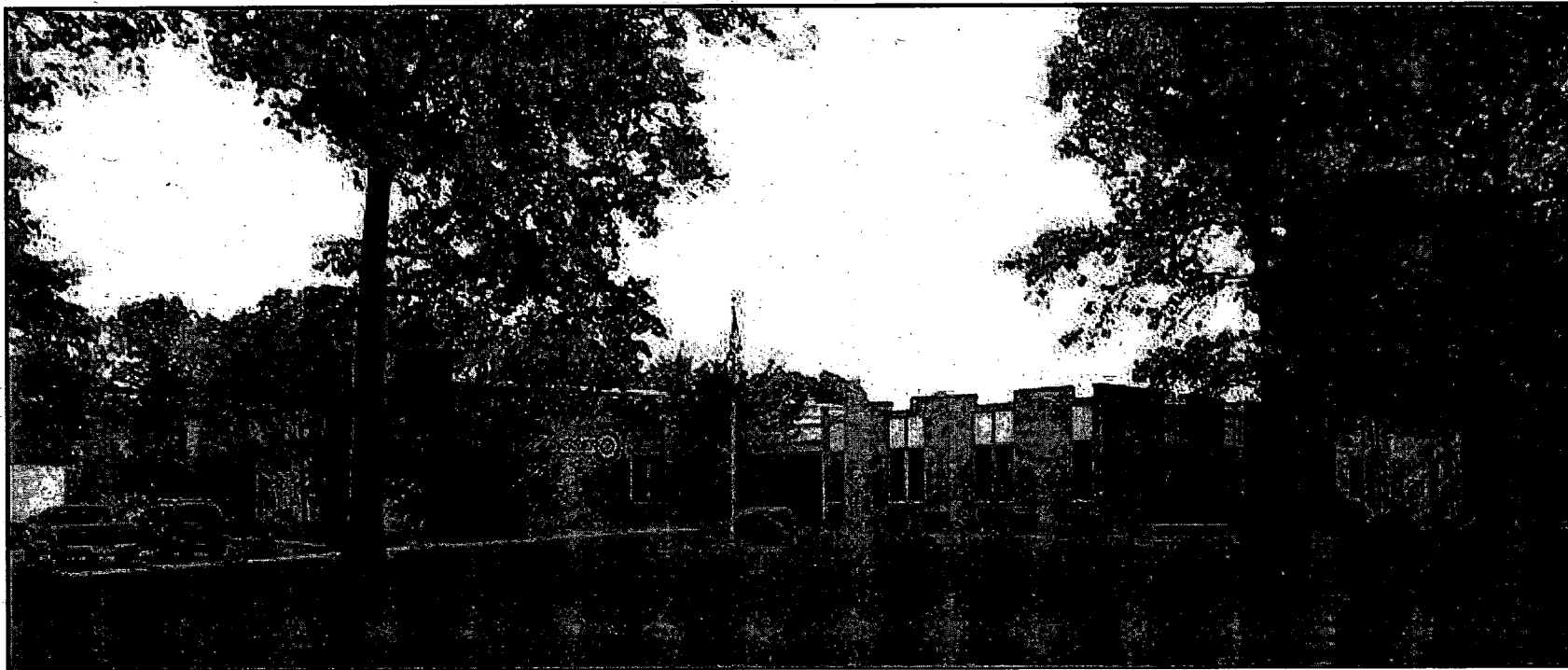
**Bus Park @ Franklin Twp**  
400 Pierce St, Somerset, NJ 08873

No Site Plan image was found for this property

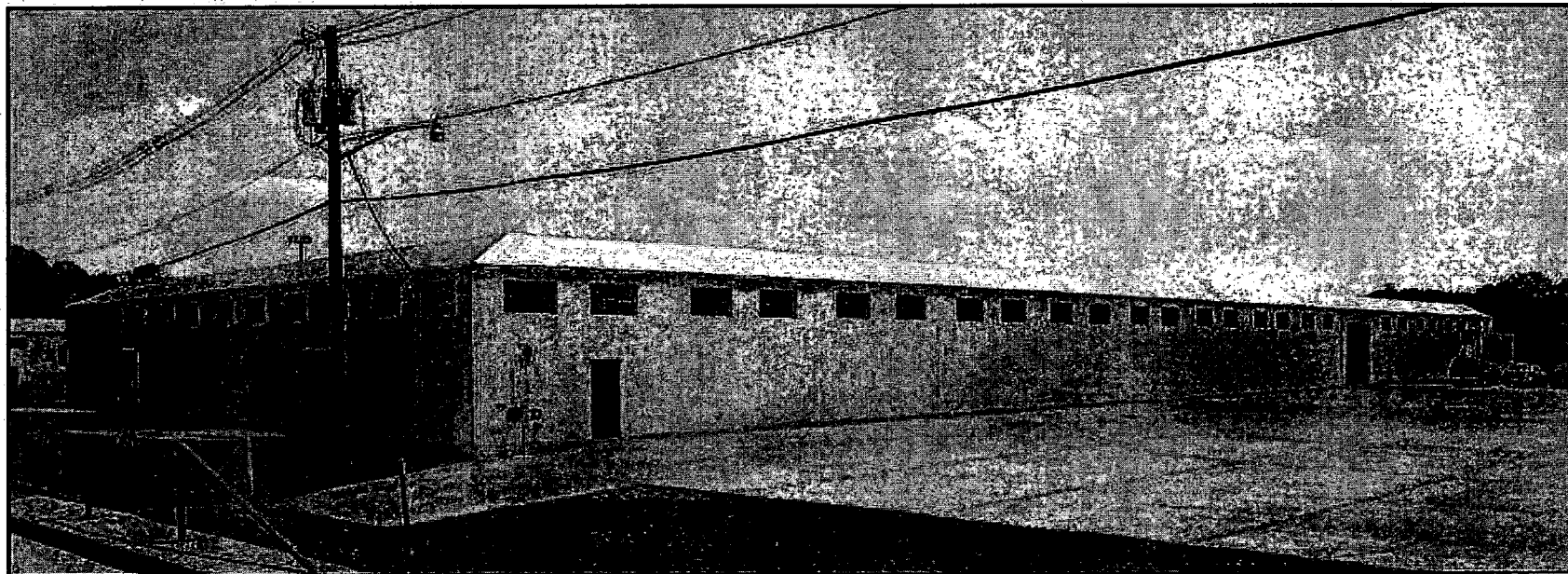
## Site Plan Report

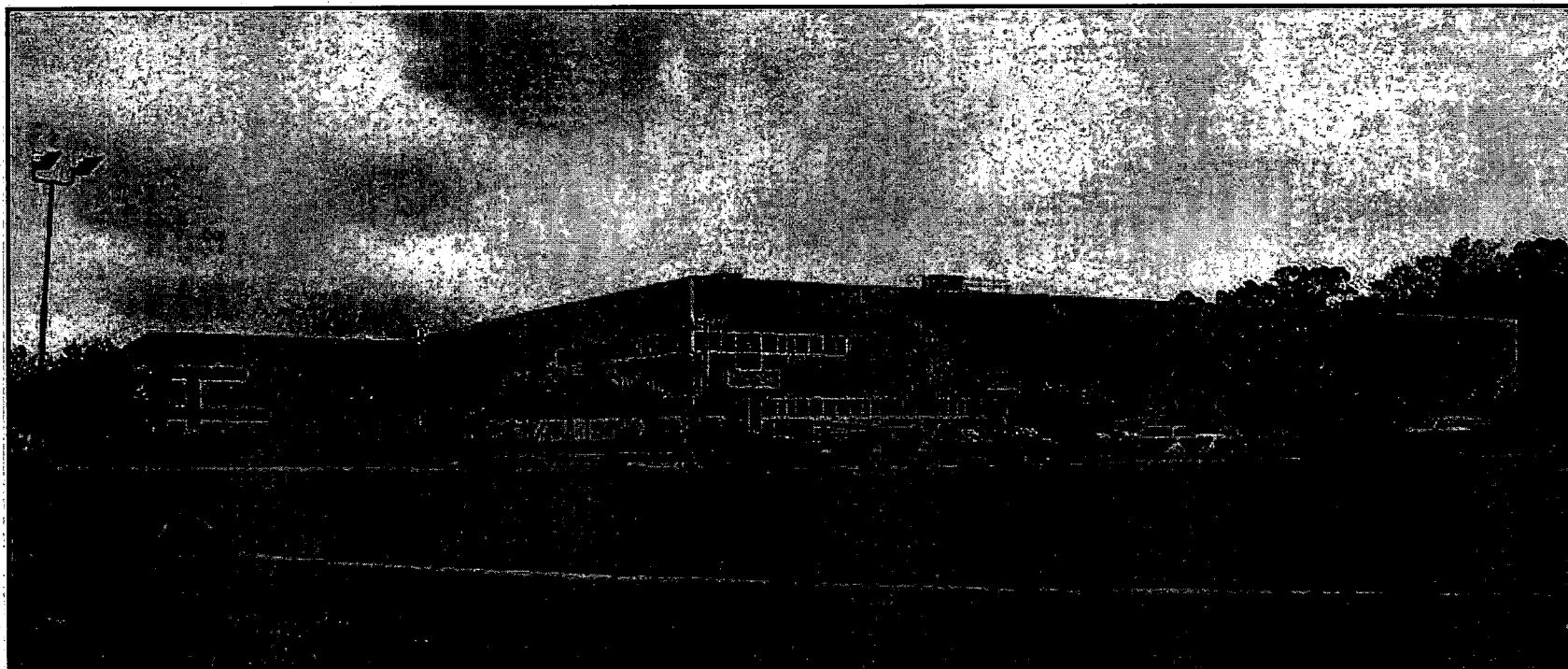
**Tenbe Hi-Tech Park**  
6 Powder Horn Dr, Warren, NJ 07059

No Site Plan image was found for this property

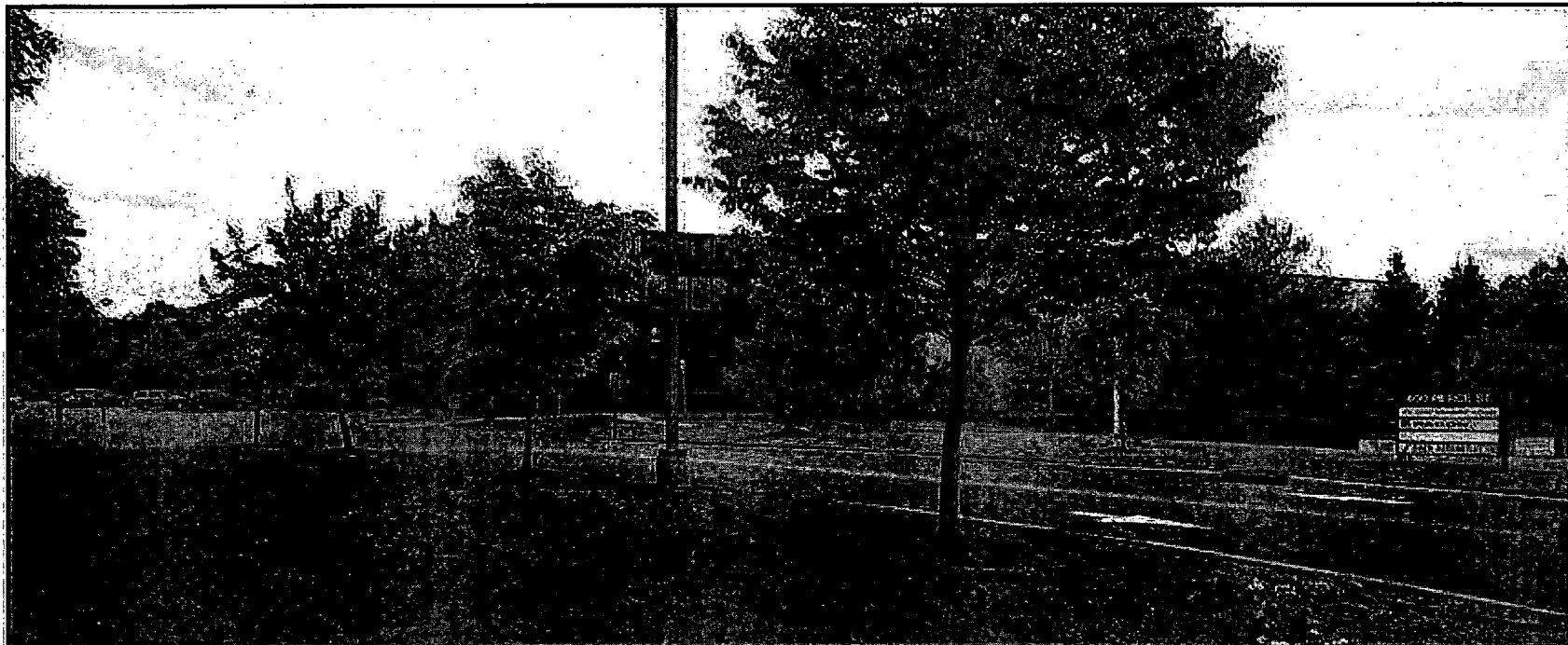














# CONVERSATION RECORD

TIME

DATE

9/20/06

TYPE

☐ VISIT

☐ CONFERENCE

☐ TELEPHONE

☐ INCOMING

☐ OUTGOING

ROUTING

NAME/SYMBOL INT

Location of Visit/Conference:

NAME OF PERSON(S) CONTACTED OR IN CONTACT WITH YOU

ORGANIZATION (Office, dept., bureau, etc.)

TELEPHONE NO:

SUBJECT

POCS

SUMMARY

1) Joe Lockwood - 973-589-4200  
Manager of DSC

2) Michael Natter - POC for Keystone } 908-561-1300  
Brian Nafel - " " "

ACTION REQUIRED

NAME OF PERSON DOCUMENTING CONVERSATION

SIGNATURE

DATE

ACTION TAKEN

SIGNATURE

TITLE

DATE

## Daly, Mary E NAB02

---

**From:** Hawkins, Gloria S NAB02  
**Sent:** Wednesday, September 20, 2006 10:16 AM  
**To:** Daly, Mary E NAB02  
**Subject:** RE: Keystone Plastics

That's good news. Also, Alpha Moving and Storage will be glad to accept the business from Keystone Plastics. I agree, there's no need to go look at comps if he has already identified a potential site.

---

**From:** Daly, Mary E NAB02  
**Sent:** Wednesday, September 20, 2006 9:49 AM  
**To:** Hawkins, Gloria S NAB02  
**Cc:** Lewis, Susan K NAB02; Milligan, Chris NAB02  
**Subject:** Keystone Plastics

Gloria,

Thanks for your help and for cluing me in to use Brian Naftal's cell number. I was able to get him after speaking with you - of course he said he was intending to return my call. Anyway, there's some promising news. He can't find the Interview Summary Sheet so I will send him out another copy; he will fax me a copy of their lease; he indicated that they have found a potential space to which they intend to move and a copy of the lease for that new space is being reviewed by their attorney. Their plan is to be out by the time the renewal of their current lease comes up. I mentioned the options he had for moving and he has not done anything on that front yet. He asked about our Government mover that came out to give the estimate and about using them - I told him they could use him. I will be faxing a copy of the estimate to Brian.

Based on this information I don't see the need at this time to travel to NJ to check out comps as I had planned to do today. Now that he has a potential site, it seems like I'm hoping he will be cooperative and work with us to receive his benefits.

Let me know if you have any questions.

Mary

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO	2836	
CONNECTION TEL		919085613404
CONNECTION ID		
ST. TIME	09/20 11:00	
USAGE T	02'12	
PGS. SENT	2	
RESULT	OK	

BALTIMORE DISTRICT  
US ARMY  
CORPS OF ENGINEERS

**Fax Transmittal**

Date 09/20/2006

From: Mary Daly  
Civil Projects Support  
Branch  
Real Estate Division  
Fax: (410) 962-0866

Phone: (410) 962-5136

**Total No. of Pages Including Cover Page 2**To: Brian Naftal Name: Keystone PlasticsFax No.: 908-561-3404 Tel No: 908-561-1300

**MEMO** Attached is copy of moving estimate Government  
received. If you have any questions on this attachment or  
your move, please call me at 410-962-5136. Mary Daly



BALTIMORE DISTRICT  
US ARMY  
CORPS OF ENGINEERS

**Fax Transmittal**

Date 09/20/2006

From: Mary Daly  
**Civil Projects Support  
Branch  
Real Estate Division  
Fax: (410) 962-0866**

**Phone: (410) 962-5136**

**Total No. of Pages Including Cover Page 2**

To: Brian Naftal Name: Keystone Plastics

Fax No.: 908-561-3404 Tel No: 908-561-1300

**MEMO** Attached is copy of moving estimate Government  
received. If you have any questions on this attachment or  
your move, please call me at 410-962-5136. Mary Daly

KeyStone Plastics

**1-800-605-2574**

LICENSES: NJCSPM08710 • DOT07-32300 • USDOT 280534

**ALPHA**  
MOVING & STORAGE, INC

"OUR PROMISES ARE SET IN STONE"



September 14, 2006

To Whom It May Concern:

On August 30<sup>th</sup> 2006 I performed a visual site survey for ~~KeyStone Plastics~~ at 333 Hamilton Blvd, South Plainfield NJ for a proposed relocation within a 50 mile radius of the current site.

This site is exclusively for warehousing product that would require one forklift truck at origin, and one at destination to receive the loads.

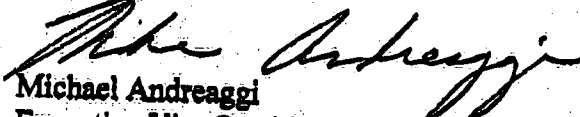
Due to weight restraints this project would require 10 tractor trailer loads @\$2,000 per load. Rigging would be necessary to move 3 extremely large machines called a winder, grinder, and a roll former at a cost of \$2,500. Also one flatbed trailer @\$2,500 would be needed to handle this project.

Project Management would be included on this project for an additional \$200 making the estimated cost \$25,200.

Should you require any further information please do not hesitate to contact me on my cell phone at (973) 727- 9824.

Have a great day!

Sincerely,

  
Michael Andreaggi  
Executive Vice President Commercial Sales



6 Senate Place Jersey City, NJ 07306 Tel: (800) 605-2574 Fax: (201) 658-5005

NO. 9155 P. 11

ALPHA-MOVING & STORAGE

SEP. 18. 2006 10:08AM



---

**Date:** Thursday, September 21, 2006

**To:** Army Corp  
Mary Daly  
Phone: 410-962-5136  
Fax: 410-962-0866

**From:** Keystone Plastics Inc  
Brian Naftal  
Phone: 908-561-1300 x 2  
Fax: 908-561-3404

**Pages:** \_\_\_\_\_

---

**The following are the present and future lease agreements for our warehouse space. Please let me know if this is in order. We are looking to get into our new space in the near future.**

**Regards,**

**Brian**

ADDENDUM TO LEASE

TENANTS: Keystone Plastics Inc.  
LANDLORD: DSC of Newark Enterprises, Inc.  
PREMISES: 333 Hamilton Blvd Bldg 8, S. Plainfield, NJ  
LEASE DATED: 10/ /2005

1. This Addendum modifies the above lease entered into between the parties. Wherever the documents may be in conflict this addendum shall prevail.
2. The tenant is not responsible for any maintenance or repairs on the premises except for damage or repairs caused or necessitated by the tenant. The tenant with a representative of the landlord will "walk" the premises and execute a memoranda generally describing the condition of the premises and the premises will be delivered up by the tenant in the same general condition save normal wear and tear at the end of the lease term.
3. The lease will run from October 15, 2005 to October 15, 2006.
4. At the time of the lease signing the tenant will pay \$13,500.00. Same will consist of the first months rent and two month security deposit.
5. Tenant is not responsible for any added rent or other landlord charges beyond the monthly rent of \$3,500.00 (not including utilities, sprinkler alarm charge, late charges). There will be no personal guaranty on the lease.
6. Tenant EIN#22-1476437 and SIC at this site 4225.
7. Any brokerage fee due Resource Realty shall be paid by the Landlord.
8. Landlord represents the sprinkler system serving the premises is in proper working order.

The above Addendum is approved by:

-----

**THIS AGREEMENT**, between DSC OF NEWARK ENTERPRISES, INC., a Delaware Corporation, having a mailing address at 70 Blanchard Street, in the City of Newark, and the County of Essex and the State of New Jersey, 07105, as Landlord, and Keystone Plastics Corporation, a New York corporation, having a mailing address 3451 South Clinton Ave., South Plainfield, NJ 07080 as Tenant;

**WITNESSETH:** The Landlord has let unto the Tenant and the Tenant has hired from the Landlord, the following premises: Building # 8, as designated by Landlord, 1355 West Front St., Plainfield, New Jersey commonly referred to as Plainfield Industrial Park, for the term of two (2) years to commence from the fifteenth day of October, 2006 and to end on the 14<sup>th</sup> day of October, 2008 to be used and occupied only for warehouse and distribution of street cleaning brushes and other related non-hazardous uses, upon the condition and covenants following:

#### **ARTICLE 1: PAYMENT OF RENT**

The Tenant covenants and agrees to pay to the Landlord, the rent in the following manner: \$48,000.00 (forty eight thousand dollars) annually, payable \$4,000.00 on the execution and delivery of this Agreement in payment of the first month's rent, and \$4,000.00 on the fifteenth day of each and every month thereafter, payable without demand.

#### **ARTICLE 2: REPAIRS AND CARE**

The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs other than roof repairs and structural repairs which are not made necessary by any use or misuse of the Tenant, its employees, agents, and invitees, and at the end or their expiration of the term, shall deliver the rented premises in good order and condition, damages by the elements excepted.

#### **ARTICLE 3: COMPLIANCE WITH LAWS, ETC.**

The Tenant shall promptly comply with all laws, ordinances, rules, directives, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to the leased premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with the leased premises during the term of the lease; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

#### **ARTICLE 4: FAILURE TO COMPLY WITH LAWS, ETC.**

In case the Tenant shall fail or neglect to comply with these statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's agents may enter and make the repairs and comply with any and all of the statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

#### **ARTICLE 5: ASSIGNMENT**

The Tenant shall not assign this lease, or sublet or sublease the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any purpose deemed disreputable or extra hazardous on account of fire, under penalty of damages and forfeiture.

#### **ARTICLE 6: ALTERATIONS, IMPROVEMENTS**

No alterations, additions, or improvements shall be made in or attached to the leased premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.



DEPARTMENT OF THE ARMY  
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS  
P. O. BOX 1715  
BALTIMORE, MD 21203-1715

September 21, 2006

Real Estate Division  
Special Projects Support Branch

Mr. Brian Naftal  
Keystone Plastics, Inc.  
3451 South Clinton Avenue  
South Plainfield, NJ 07080

Dear Mr. Naftal:

As per your discussion on September 20, 2006 with Ms. Mary Daly of this office, please find enclosed for your review, comment, and signature a "Business Relocation Interview Summary" (Enclosure 1) which was prepared during our visit to Keystone Plastics on 2 August 2006. This survey was conducted in connection with the Cornell-Dublier Superfund Site in South Plainfield, New Jersey.

Please review all information contained on the summary sheet and provide any corrections or comments. Please sign the bottom of the sheet and return it to this office in the envelope provided, along with a copy of your lease and a listing of any machinery/equipment.

Also, we wish to remind you that as the owner of a displaced business, you are eligible for certain benefits under the provisions of the URA and its implementing regulations. These benefits are described in the brochure entitled "Your Rights and Benefits as a Displaced Person under the Federal Relocation Assistance Program" which was previously provided to you. Enclosed for your perusal, please find an outline of these benefits for moving and related expenses as well as reestablishment expenses (Enclosure 2).

If you have any questions regarding your relocation, please don't hesitate to contact Ms. Mary Daly at (410) 962-5136; a message may also be left at (888) 867-5215.

Your cooperation throughout this process is greatly appreciated.

Sincerely,

**SIGNED.**

Susan K. Lewis  
Environmental Program Manager  
Real Estate Division

2 Enclosures

MD 9/21/06  
DALY/CENAB-RE-C/5136  
LEWIS/CENAB-RE-S

## BUSINESS RELOCATION INTERVIEW SUMMARY

Keystone Plastics, Inc.  
2 August 2006 at 12:30 p.m.  
Brian Naftal

1. Do you plan to reestablish this business? Yes
2. What are your replacement site requirements (size, location, zoning, features, etc.)?
  - Current lease is for 12,000 square feet of space.
  - Zoning needs to be commercial or light industrial. Want to remain in area (other space is pretty much around the corner on South Clinton Avenue)
3. Are there any outstanding contractual obligations that would be affected by a move?
  - Yes, current lease is for a three year term (yearly renewals); first year will expire in October 2006.
  - **Request a copy of lease be provided along with listing of machinery.**
4. What is the financial capacity of the business to accomplish this move?
  - Unknown at this time.
5. Do you need outside specialists for move planning, actual move completion, machinery re-installation? Any preferred companies?
  - May need specialty company (and/or rigger) to reinstall machinery.
6. Identification of real property v. personal property (list equipment and machinery and identify status of each). Do you expect to move all of the personal property to the new site?
  - All personal property anticipated to be moved. No real property identified.
7. What is the estimated time required for business to vacate this site?
  - Anticipate minimum of 6 months to find location and complete move.

Enclosure 1

8. What is the estimated difficulty in locating replacement site, considering special site requirements, zoning and permit issues, etc? Have you looked for any replacement sites?

- Mr. Naftal anticipates difficulty in locating a new site. When this site was leased, it took approximately 6 months to find/identify the site and 2-3 to negotiate and finalize the lease.

9. Do you anticipate any advance relocation payments will be required? Unknown

---

CHRIS MILLIGAN

---

BRIAN NAFTAL (signature & date)



**A. Moving and related expenses may include:**

- (1) transportation of personal property not beyond a distance of 50 miles
- (2) packing, crating, unpacking and uncrating of the personal property
- (3) disconnecting, dismantling, moving, reassembling, and reinstalling relocated machinery, equipment, and other personal property; including connection to utilities available in the building; it also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property
- (4) storage of the personal property for a period not to exceed 12 months
- (5) insurance for the replacement value of the personal property in connection with the move and necessary storage
- (6) the replacement value of property lost, stolen or damaged in the process of moving where insurance covering such loss, theft, or damage is not reasonably available
- (7) Other moving related expenses not listed as ineligible under Section 24.301(h)
- (8) Any license, permit, fee, or certification required of the displaced business at the replacement location
- (9) professional services determined to be actual, reasonable, and necessary for planning of the move of personal property, moving the personal property, and installing the relocated personal property at the replacement location
- (10) relettering signs and replacing stationery on hand at the time of displacement
- (11) actual direct loss of tangible personal property incurred as a result of moving or discontinuing the business
- (12) the reasonable cost incurred in attempting to sell an item that is not to be relocated
- (13) purchase of substitute personal property
- (14) costs for searching for a replacement location, not to exceed \$2,500, as the Government determines reasonable
- (15) connection to available nearby utilities from the right-of-way to improvements at the replacement site
- (16) professional services to determine suitability of the replacement site for business operations
- (17) impact fees for anticipated heavy duty usage

**B. Reestablishment expenses:** In addition to the moving benefits and related expenses, a small business may be eligible to receive a payment, not to exceed \$10,000.00, for expenses actually incurred in relocating and reestablishing such business (see 49 CFR Section 24.304). Reestablishment expenses must be reasonable and necessary as determined by the Government. They may include, but are not limited to, the following:

- (1) repairs or improvements to the replacement real property as required by Federal, State, or local law, code, or ordinance
- (2) modifications to the replacement property to accommodate the business
- (3) construction and installation costs for exterior signage

- (4) redecoration or replacement of soiled or worn surfaces at the replacement site
- (5) advertisement of replacement location
- (6) estimated increased costs of operation during the first two years at the replacement site
- (7) other items that the agency considers essential to the reestablishment of the business

**Daly, Mary E NAB02**

---

**From:** Lewis, Susan K NAB02  
**Sent:** Thursday, September 21, 2006 1:20 PM  
**To:** Daly, Mary E NAB02  
**Subject:** List of Eligible Expenses

Mary - You may want to add the following to the list (encl 2) attached to the Keystone Plastics letter:

(15) connection to available nearby utilities from the right-of-way to improvements at the replacement site

(16) professional services to determine suitability of the replacement site for business operations

(17) impact fees for anticipated heavy utility usage.

These were moved to the "moving and related expenses" category - no longer capped.

I will go ahead and sign the letter and return to you, since I won't be in tomorrow. If you would, please put the new encl. 2 with the letter before it is mailed.

Thanks!

Sue

# CONVERSATION RECORD

TIME

2:58

DATE

9/29/06

TYPE

☐ VISIT

☐ CONFERENCE

☐ TELEPHONE

☐ INCOMING

☐ OUTGOING

ROUTING

NAME/SYMBOL

INT

Location of Visit/Conference:

NAME OF PERSON(S) CONTACTED OR IN CONTACT WITH YOU

Brian Naftal

ORGANIZATION (Office, dept., bureau, etc.)

TELEPHONE NO:

908-561-1300  
X 121

SUBJECT

Proceed w/Move

SUMMARY

Business has to be out in 2 weeks and wants to know what's next.

10/2/06 Left message for Brian - he is off today

bnafta@usa.net

ACTION REQUIRED

NAME OF PERSON DOCUMENTING CONVERSATION

SIGNATURE

DATE

Daly

10/2/06

ACTION TAKEN

SIGNATURE

TITLE

DATE



---

**Date:** Tuesday, October 03, 2006

**To:** USACE  
Mary Daly  
Fax: 410-962-5136 <sup>0866</sup>

**From:** Keystone Plastics Inc  
Brian Naftal  
Phone: 908-561-1300  
Fax: 908-561-3404

**Pages:** \_\_\_\_\_

---

**Subject:** Executed Interview Summary Sheets.

**BUSINESS RELOCATION INTERVIEW SUMMARY**

**Keystone Plastics, Inc.  
2 August 2006 at 12:30 p.m.  
Brian Naftal**

1. Do you plan to reestablish this business? Yes
2. What are your replacement site requirements (size, location, zoning, features, etc.)?
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  - Request a copy of lease be provided along with listing of machinery.
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  - Unknown at this time.
5. Do you need outside specialists for move planning, actual move completion, machinery re-installation? Any preferred companies?
  - May need specialty company (and/or rigger) to reinstall machinery.
6. Identification of real property v. personal property (list equipment and machinery and identify status of each). Do you expect to move all of the personal property to the new site?
  - All personal property anticipated to be moved. No real property identified.
7. What is the estimated time required for business to vacate this site?
  - Anticipate minimum of 6 months to find location and complete move.

*Enclosure 1*

Page 2 of 2  
Keystone Plastics

8. What is the estimated difficulty in locating replacement site, considering special site requirements, zoning and permit issues, etc? Have you looked for any replacement sites?

- Mr. Naftal anticipates difficulty in locating a new site. When this site was leased, it took approximately 6 months to find/identify the site and 2-3 to negotiate and finalize the lease.

9. Do you anticipate any advance relocation payments will be required? Unknown

\_\_\_\_\_  
CHRIS MILLIGAN

 10-03-06  
\_\_\_\_\_  
BRIAN NAFTAL (signature & date)

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO	2897	
CONNECTION TEL		919085613404
CONNECTION ID		
ST. TIME	10/03 09:18	
USAGE T	02'20	
PGS. SENT	7	
RESULT	OK	

BALTIMORE DISTRICT  
US ARMY  
CORPS OF ENGINEERS

**Fax Transmittal**

Date 10/03/2006

From: Mary Daly  
Civil Projects Support  
Branch  
Real Estate Division  
Fax: (410) 962-0866

Phone: (410) 962-5136

**Total No. of Pages Including Cover Page 7**

To: Brian Naftal Name: Keystone Plastics  
Fax No.: 908-561-3404 Tel No: 908-561-1300

**MEMO** Attached is copy of Government moving estimate from Alpha Moving; a copy of letter requesting you review and sign the summary sheet and provide our office a listing of machinery/equipment. If you have any questions on these enclosures or your move, please call me at 410-962-5136. or email me at mary.e.daly@nab02.usace.army.mil

Thanks, Mary Daly



BALTIMORE DISTRICT  
US ARMY  
CORPS OF ENGINEERS

**Fax Transmittal**

Date: 10/03/2006

From: Mary Daly  
Civil Projects Support  
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Real Estate Division  
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**Total No. of Pages Including Cover Page 7**

To: Brian Naftal Name: Keystone Plastics

Fax No.: 908-561-3404 Tel No: 908-561-1300

**MEMO** Attached is copy of Government moving estimate from Alpha Moving; a copy of letter requesting you review and sign the summary sheet and provide our office a listing of machinery/equipment. If you have any questions on these enclosures or your move, please call me at 410-962-5136. or email me at mary.e.daly@nab02.usace.army.mil

Thanks, Mary Daly

**Daly, Mary E NAB02**

---

**From:** Brian Naftal [bnaftal@usa.net]  
**Sent:** Tuesday, October 03, 2006 4:52 PM  
**To:** Daly, Mary E NAB02  
**Subject:** RE: Self-Move

Dear Mary,

Thank you for the advise on moving. We will go with a professional mover, we don't know we don't know which one yet. Thank you for your help. We will be in touch.

Regards,

Brian

-----Original Message-----

**From:** Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]  
**Sent:** Tuesday, October 03, 2006 1:54 PM  
**To:** Brian Naftal  
**Subject:** RE: Self-Move

Brian,

I did receive your fax - thank you.

Our office usually recommends the displaced business have a professional mover move them, primarily to protect against injury, accidents, damaged goods, and the like. Sometimes residential property owners will send us the 2 estimates required, we review them with the estimate we have obtained, and approve the lowest of the 2 bids. If the residential owner chooses a self-move, they then rent their own trucks and have friends help them move and that way they may or may not pay out less than what the lowest estimate was. I think this is harder for a business since the kind of property being moved is bigger and often specialized equipment, requiring trucks and movers who specialize in moving stuff like that.

If you decide to have a professional mover, I just want to make sure you are aware that you are not necessarily stuck with choosing the Government Mover. That company is experienced and the person who conducted the site survey has been in the moving business for over 20 years. However, if there are 2 companies you know of, just get 2 estimates and send them to me for review. We will approve the lower of the 2 as long as it is in the range (approx. \$200 -300 difference) of the Government estimate.

If you do go with Alpha Moving, call them (their number is on the estimate I sent you) to schedule your moving date, mention that Mike Andreaggi provided the Government estimate, and just let me know when your moving date is scheduled. If any questions come up let me know.

Mary

---

**From:** Brian Naftal [mailto:bnaftal@usa.net]  
**Sent:** Tuesday, October 03, 2006 12:26 PM  
**To:** Daly, Mary E NAB02  
**Subject:** RE: Self-Move

Dear Mary,

You should have my fax by now, I assume everything is in order. I got your message and E-mail. I guess the easiest thing would be to let your company do the moving because there is no incentive for me to do it cheaper. If I am wrong let me know.

Regards,

Brian

-----Original Message-----

**From:** Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]

**Sent:** Tuesday, October 03, 2006 10:06 AM

**To:** bnaftal@usa.net

**Subject:** Self-Move

Brian,

I have to correct what I told you earlier. Per my voice-mail I just left you, for a self-move you would still have to get 2 moving estimates and submit them to my office. The Government would review them and you would receive the lower of the 2 estimates. The Government estimate is a baseline estimate that would be used in comparing the 2 you submit.

If you choose to have Alpha move you, you would not have to get any other estimate. The cost of that estimate would be used because of the shortness of time there is for you to move. If you pay Alpha at the time of the move the Government would reimburse you; if Keystone does not have these funds to pay up front the Government would coordinate with Alpha moving to bill the Government for the move.

Let me know if you have any questions on the above.

Mary

**Daly, Mary E NAB02**

---

**From:** Lewis, Susan K NAB02  
**Sent:** Tuesday, October 03, 2006 11:21 AM  
**To:** Daly, Mary E NAB02  
**Subject:** RE: Cornell-Dubilier Superfund Site

They would be eligible based on the rental under the new lease. They just need to submit this as part of their claim.

---

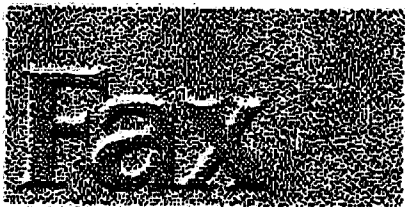
**From:** Daly, Mary E NAB02  
**Sent:** Tuesday, October 03, 2006 9:54 AM  
**To:** Lewis, Susan K NAB02  
**Subject:** Cornell-Dubilier Superfund Site

Sue,

In regard to Keystone Plastics, their lease at the displacement site was from 15 Oct 2005 to 15 Oct 2006 @\$3,500/mo. Their lease at the replacement site is 15 Oct 2006 to 14 Oct 2008 @\$4,000/mo. Are they automatically entitled to receive the difference in rent up to the \$10,000 cap over the 2 years as a reestablishment cost under increase in operations or is there other criteria to consider for the increase such as inflation, etc?

Thanks,

Mary



---

**Date:** Monday, October 16, 2006

**To:** U.S.A.C.E  
Mary Daly  
Phone:  
Fax: 410-962-0866

**From:** Keystone Plastics Inc  
Brian Naftal  
Phone: 908-561-1300  
Fax: 908-561-3404

**Pages:** \_\_\_\_\_

---

**Subject:**

FROM : WEIGHBRIDGE IND RIGGING

FAX NO. : 1 973 3288878

Oct. 13 2006 03:04PM P2

**WEIGHBRIDGE** Industries**INDUSTRIAL SERVICES COMPANY**  
Fabrication - Rigging - Warehousing

October 6, 2006

Keystone Plastics  
Brian Naftal  
3451 South Clinton Avenue  
South Plainfield, NJ 07080

Project: 333 Hamilton Blvd Warehouse Relocation

Scope of Work

Rig out the machinery and equipment and stage in another warehouse (within 50 miles).

The machinery includes ►

- Winder
- Grinder
- Roll Former

---

Rigging Price: \$ 2,430

Load 10/11 trailers with skidded materials and deliver to the destination warehouse.

---

Trucking & Labor Price: \$ 22,435**Total Price: \$ 24,865**

Thank you for the opportunity to quote this project, if you have any questions please call.

Regards,

Jack Finnigan and Bob Katz

FROM : WEIGHBRIDGE IND RIGGING

FAX NO. : 1 973 3288878

Oct. 13 2006 03:05PM P3

 **Nelson Westerberg**  
*Anniversary*  
1904-2004

October 10, 2006

Keystone Plastics  
Brian Naftal  
3451 So Clinton Avenue  
South Plainfield, NJ 07080

Subject: Warehouse relocation

Dear Brian,

Move machinery from the Hamilton Blvd warehouse in South Plainfield to another warehouse to within 50 miles). Move a grinder, winder and roll former along with the raw material stock and/or finished goods.

The move will require men at both locations and approximately 14 truck loads @ 1800 per load therefore the moving price would be \$25,200 plus the flat bed price and machinery move of \$2,150 for a total price of \$ 27,350

We would have a coordinator on-site to answer any questions and direct the move, if you have any questions please call.

Thank you,

  
Keith DeLorenzo

**Daly, Mary E NAB02**

---

**From:** Daly, Mary E NAB02  
**Sent:** Monday, October 16, 2006 10:13 AM  
**To:** 'Brian Naftal'  
**Subject:** RE: Keystone  
**Attachments:** Moving Form.doc

Hi Brian,

Please fax (410-962-0866) me your copies of the moving estimate. There is an option available to you on paying the moving company if you are having a professional mover move you:

- 1) if your company has the funds to pay them, upon completion of the move send me the invoice and my office will reimburse your company
- 2) if you do not have the funds to pay the bill up front, let me know and the Corps will have the moving company invoice us directly and we will pay the moving company directly upon completion of the move and receipt of the invoice

Are you having a moving company do the move or are you doing a self-move?

I am attaching the form to use for reimbursement of moving and other related expenses. If you would like me to meet with you to discuss the forms, moving/relocation issues, etc. let me know and we can set something up for this week or next.

Mary

---

**From:** Brian Naftal [mailto:bnafal@usa.net]  
**Sent:** Monday, October 16, 2006 8:54 AM  
**To:** Daly, Mary E NAB02  
**Subject:** RE:Keystone

Dear Mary,

Good morning I trust that you had a good weekend.

I am writing to let you know that I have received 2 quotes from moving companies. I am looking to get this move completed by 10-31-06.

The moving companies are asking how they will get paid and when. Could you give me details on your pay policies.

Regards,

Brian

-----Original Message-----

**From:** Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]  
**Sent:** Tuesday, October 03, 2006 10:06 AM  
**To:** bnafal@usa.net

10/17/2006



**Subject: Self-Move**

Brian,

I have to correct what I told you earlier. Per my voice-mail I just left you, for a self-move you would still have to get 2 moving estimates and submit them to my office. The Government would review them and you would receive the lower of the 2 estimates. The Government estimate is a baseline estimate that would be used in comparing the 2 you submit.

If you choose to have Alpha move you, you would not have to get any other estimate. The cost of that estimate would be used because of the shortness of time there is for you to move. If you pay Alpha at the time of the move the Government would reimburse you; if Keystone does not have these funds to pay up front the Government would coordinate with Alpha moving to bill the Government for the move.

Let me know if you have any questions on the above.

Mary

**Claim for Actual Reasonable  
Moving and Related Expenses  
Businesses, Nonprofit Organizations  
and Farm Operations**

**U. S. Army Corps of Engineers**

See Page 3 for Privacy Act Statement  
before completing this form

AGENCY NAME	PROJECT NAME	TRACT NUMBER
U.S. Army Corps of Engineers	Cornell-Dubilier Superfund Site	N/A

NAME UNDER WHICH CLAIMANT CONDUCTS OPERATIONS:	NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING CLAIM ON BEHALF OF CLAIMANT:
Keystone Plastics	

Address From Which Claimant Moved:	Address To Which Claimant Moved:
Date First Occupied Property:	Date Move Started:
	Date Move Completed:

TYPE OF OPERATION: ☐ Business ☐ Nonprofit Organization ☐ Farm Operation  
TYPE OF OWNERSHIP: ☐ Sole Proprietorship ☐ Corporation ☐ Partnership ☐ Nonprofit Organization  
IS THIS A FINAL CLAIM? ☐ YES ☐ NO (If "No", attach an explanation)  
DOES CLAIMANT INTEND TO REESTABLISH? ☐ YES ☐ NO

**COMPUTATION OF PAYMENT:**

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$	\$
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$
(7) Total Amount Claimed	\$	\$
(8) Amount Previously Received (if any)	\$	\$
(9) Amount Requested	\$	\$

**Certification of Eligibility for Relocation Payments and Services:** To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either Unincorporated or Incorporated:

☐ Unincorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as \_\_\_\_\_  
occupies the property at \_\_\_\_\_

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, \_\_\_\_\_, as \_\_\_\_\_ of the business, farm,  
or nonprofit organization, hereby certify that all individuals are either United States citizens or  
nationals, or are aliens lawfully present in the United States: \_\_\_\_\_

Signature and Date

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with  
an ownership interest)

☐ Incorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as \_\_\_\_\_  
occupies the property at \_\_\_\_\_

I hereby certify that the corporation listed above is authorized to conduct business in the United  
States.

Signature and Date

Title

**Supporting Data for Storage Cost:**

IS THIS A FINAL CLAIM FOR STORAGE? ☐ YES ☐ NO  
 DATE MOVED TO STORAGE: \_\_\_\_\_ DATE MOVED FROM STORAGE: \_\_\_\_\_  
 NAME & ADDRESS OF STORAGE COMPANY: \_\_\_\_\_

Should Payment Be Made Directly to Storage Company: ☐ YES ☐ NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached):

**Determination of Reasonable Amount of Search Expenses:**

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours ( ) x hrly earnings rate (\$ ) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

**Payment for Actual Direct Loss of Personal Property and Substitute Personal Property:** List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1 (a) Identify Personal Property for Which Payment for Actual Direct Loss is Requested	(b) Fair Market Value for Continued Use at Present Location	(c) Proceeds From Sale	(d) Value Not Recovered By Sale (b) minus (c)	(e) Estimated Cost of Moving Old Property - Agency enter	(f) Amount Claimed (Lesser of (d) or (e))	(g) For Agency Use Only
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$

PART 2 (a) Identify Substitute Property for Which Payment is Requested	(b) Actual Cost of Substitute Property Delivered and Installed at New Location	(c) Proceeds From Sale or Trade-In of Property That Was Replaced	(d) Net Cost of Substitute Personal Property (b) minus (c)			(e) For Agency Use Only
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
<b>TOTAL (Add all entries in Parts 1 and 2)</b>					\$	\$
<b>Cost of Effort to Sell Property</b>					\$	\$
<b>Total Amount Claimed (Add lines 1 &amp; 2. Enter on Line 4 of Page 1-Computation)</b>					\$	\$

**Claimant's Release of Personal Property:** I/We release to the Agency ownership of all personal property remaining on the real property.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Determination of Reestablishment Expenses:** (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
<b>TOTAL COSTS</b> (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

**Eligible Moving and Related Expenses:**

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

**Eligible Reestablishment Expenses:**

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

**Ineligible Expenses:**

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

**Privacy Act Notice:** This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

**Certification By Claimant(s):** I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

**SIGNATURE OF CLAIMANT(s) & DATE:****NAME & TITLE (Type or Print)****TO BE COMPLETED BY AGENCY:**

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$			
Approved	\$			

**Daly, Mary E NAB02**

---

**From:** Daly, Mary E NAB02  
**Sent:** Monday, October 16, 2006 2:46 PM  
**To:** 'Brian Naftal'  
**Subject:** RE: Keystone

Brian,

I received the 2 estimates - thank you. If you do not intend to use Alpha Moving, but are going with a professional mover, of these 2 you submitted you would have to use the lower of the 2 bids, in this case Weighbridge. If you intend to do a self-move, the Corps would reimburse you for the lower of the 2 bids, again Weighbridge.

As soon as you decide what type of move you will be choosing, please let me know so my office can prepare to assist you as necessary.

Thanks,

Mary

---

**From:** Brian Naftal [mailto:bnaftal@usa.net]  
**Sent:** Monday, October 16, 2006 1:36 PM  
**To:** Daly, Mary E NAB02  
**Subject:** RE: Keystone

Dear Mary,

Thank you for the info I will send in the quotes for moving from the 2 companies.

Regards,

Brian

-----Original Message-----

**From:** Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]  
**Sent:** Monday, October 16, 2006 10:13 AM  
**To:** Brian Naftal  
**Subject:** RE: Keystone

Hi Brian,

Please fax (410-962-0866) me your copies of the moving estimate. There is an option available to you on paying the moving company if you are having a professional mover move you:

- 1) if your company has the funds to pay them, upon completion of the move send me the invoice and my office will reimburse your company
- 2) if you do not have the funds to pay the bill up front, let me know and the Corps will have the moving company invoice us directly and we will pay the moving company directly upon completion of the move and receipt of the invoice

Are you having a moving company do the move or are you doing a self-move?

I am attaching the form to use for reimbursement of moving and other related expenses. If you would like

10/17/2006

me to meet with you to discuss the forms, moving/relocation issues, etc. let me know and we can set something up for this week or next.

Mary

---

**From:** Brian Naftal [mailto:bnaftal@usa.net]  
**Sent:** Monday, October 16, 2006 8:54 AM  
**To:** Daly, Mary E NAB02  
**Subject:** RE:Keystone

Dear Mary,

Good morning I trust that you had a good weekend.

I am writing to let you know that I have received 2 quotes from moving companies. I am looking to get this move completed by 10-31-06.

The moving companies are asking how they will get paid and when. Could you give me details on your pay policies.

Regards,

Brian

-----Original Message-----

**From:** Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]  
**Sent:** Tuesday, October 03, 2006 10:06 AM  
**To:** bnaftal@usa.net  
**Subject:** Self-Move

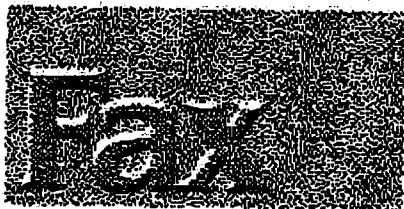
Brian,

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If you choose to have Alpha move you, you would not have to get any other estimate. The cost of that estimate would be used because of the shortness of time there is for you to move. If you pay Alpha at the time of the move the Government would reimburse you; if Keystone does not have these funds to pay up front the Government would coordinate with Alpha moving to bill the Government for the move.

Let me know if you have any questions on the above.

Mary



---

**Date:** Monday, October 16, 2006

**To:** U.S.A.C.E  
Mary Daly  
Phone:  
Fax: 410-962-0866

**From:** Keystone Plastics Inc  
Brian Naftal  
Phone: 908-561-1300  
Fax: 908-561-3404

**Pages:** \_\_\_\_\_

---

**Subject:**

Claim for Actual Reasonable  
Moving and Related Expenses  
Businesses, Nonprofit Organizations  
and Farm Operations

U. S. Army Corps of Engineers

See Page 1 for Privacy Act Statement  
before completing this form

AGENCY NAME PROJECT NAME TRACT NUMBER  
U.S. Army Corps of Engineers Cornell-Dubilier Superfund Site N/A

NAME UNDER WHICH CLAIMANT CONDUCTS OPERATIONS: NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING  
Keystone Plastics CLAIM ON BEHALF OF CLAIMANT:

Address From Which Claimant Moved:  
333 HAMILTON BLVD

Address To Which Claimant Moved:  
1355 W. FRONT ST.

SOUTH PLAINFIELD, NJ 07080

PLAINFIELD, NJ

Date First Occupied Property:

Date Move Started:

Date Move Completed:

TYPE OF OPERATION: ☒ Business

☐ Nonprofit Organization

☐ Farm Operation

TYPE OF OWNERSHIP: ☐ Sole Proprietorship

☒ Corporation

☐ Partnership

☐ Nonprofit Organization

IS THIS A FINAL CLAIM? ☒ YES

☐ NO (If "No", attach an explanation)

DOES CLAIMANT INTEND TO REESTABLISH?

☒ YES

☐ NO

#### COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$ 24,865	\$ 24,865
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$
(7) Total Amount Claimed	\$ 24,865	\$ 24,865
(8) Amount Previously Received (if any)	\$	\$
(9) Amount Requested	\$ 24,865	\$ 24,865

**Certification of Eligibility for Relocation Payments and Services:** To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either Unincorporated or Incorporated:

☐ Unincorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as \_\_\_\_\_ occupies the property at \_\_\_\_\_

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, \_\_\_\_\_, as \_\_\_\_\_ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States:

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest) \_\_\_\_\_ Signature and Date

☐ Incorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as KEYSTONE PLASTICS INC. occupies the property at 3451 SOUTH CLINTON AVE. S. PLAINFIELD, NJ 07080

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

Brian T. [Signature] 11-2-06  
Signature and Date

MANAGER  
Title



**WEIGHBRIDGE** Industries**INDUSTRIAL SERVICES COMPANY**  
*Fabrication - Rigging - Warehousing***Invoice**Date: 10/30/06  
Invoice # PM 002486**Bill To**Keystone Plastics Inc.  
Brian Naftal  
3451 South Clinton Ave.  
South Plainfield, NJ 07080

Terms - Due Upon Receipt

**Description**

Rig out machinery, load skidded raw materials, finished goods and other support equipment from South Plainfield warehouse, transport and off-load and place in new Plainfield warehouse.

Thank you for your business \_\_\_\_\_ **Total \$ 24,865**

**Daly, Mary E NAB02**

---

**From:** Daly, Mary E NAB02  
**Sent:** Thursday, October 19, 2006 9:32 AM  
**To:** 'Brian Naftal'  
**Subject:** RE: Keystone

Good Morning, Brian,

Once you complete the move fill out and sign the claim form I sent you, attach a copy of the paid invoice, fax it to me at 410-962-0866 and put the original in the mail to me. I will process the request for payment when I receive the fax and it should take about 10 business days to get you the reimbursement.

Let me know if you have questions on the form or any other issue in connection with your move.

Mary

---

**From:** Brian Naftal [mailto:bnafal@usa.net]  
**Sent:** Thursday, October 19, 2006 8:20 AM  
**To:** Daly, Mary E NAB02  
**Subject:** RE: Keystone

Dear Mary,

We are going to begin our moving into our new warehouse next weekend 10-28. We will pay Weighbridge directly. How long will it take to get reimburse?

Regards,

Brian

-----Original Message-----

**From:** Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]  
**Sent:** Monday, October 16, 2006 10:13 AM  
**To:** Brian Naftal  
**Subject:** RE: Keystone

Hi Brian,

Please fax (410-962-0866) me your copies of the moving estimate. There is an option available to you on paying the moving company if you are having a professional mover move you:

- 1) if your company has the funds to pay them, upon completion of the move send me the invoice and my office will reimburse your company
- 2) if you do not have the funds to pay the bill up front, let me know and the Corps will have the moving company invoice us directly and we will pay the moving company directly upon completion of the move and receipt of the invoice

Are you having a moving company do the move or are you doing a self-move?

I am attaching the form to use for reimbursement of moving and other related expenses. If you would like me to meet with you to discuss the forms, moving/relocation issues, etc. let me know and we can set

10/19/2006

something up for this week or next.

Mary

---

**From:** Brian Naftal [mailto:bnaftal@usa.net]  
**Sent:** Monday, October 16, 2006 8:54 AM  
**To:** Daly, Mary E NAB02  
**Subject:** RE:Keystone

Dear Mary,

Good morning I trust that you had a good weekend.

I am writing to let you know that I have received 2 quotes from moving companies. I am looking to get this move completed by 10-31-06.

The moving companies are asking how they will get paid and when. Could you give me details on your pay policies.

Regards,

Brian

-----Original Message-----

**From:** Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]  
**Sent:** Tuesday, October 03, 2006 10:06 AM  
**To:** bnaftal@usa.net  
**Subject:** Self-Move

Brian,

I have to correct what I told you earlier. Per my voice-mail I just left you, for a self-move you would still have to get 2 moving estimates and submit them to my office. The Government would review them and you would receive the lower of the 2 estimates. The Government estimate is a baseline estimate that would be used in comparing the 2 you submit.

If you choose to have Alpha move you, you would not have to get any other estimate. The cost of that estimate would be used because of the shortness of time there is for you to move. If you pay Alpha at the time of the move the Government would reimburse you; if Keystone does not have these funds to pay up front the Government would coordinate with Alpha moving to bill the Government for the move.

Let me know if you have any questions on the above.

Mary

**Claim for Actual Reasonable  
Moving and Related Expenses  
Businesses, Nonprofit Organizations  
and Farm Operations**

**U. S. Army Corps of Engineers**

See Page 3 for Privacy Act Statement  
before completing this form

V

**AGENCY NAME** U.S. Army Corps of Engineers **PROJECT NAME** Cornell-Dubilier Superfund Site **TRACT NUMBER** N/A  
**NAME UNDER WHICH** **NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING**  
**CLAIMANT CONDUCTS OPERATIONS:** **CLAIM ON BEHALF OF CLAIMANT:**

<b>Address From Which Claimant Moved:</b>	<b>Address To Which Claimant Moved:</b>
<b>Date First Occupied Property:</b>	<b>Date Move Started:</b>
<b>Date Move Completed:</b>	

**TYPE OF OPERATION:** ☒ Business ☐ Nonprofit Organization ☐ Farm Operation  
**TYPE OF OWNERSHIP:** ☐ Sole Proprietorship ☐ Corporation ☐ Partnership ☐ Nonprofit Organization  
**IS THIS A FINAL CLAIM?** ☐ YES ☐ NO (If "No", attach an explanation)  
**DOES CLAIMANT INTEND TO REESTABLISH?** ☐ YES ☐ NO

**COMPUTATION OF PAYMENT:**

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$	\$
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$
(7) Total Amount Claimed	\$	\$
(8) Amount Previously Received (if any)	\$	\$
(9) Amount Requested	\$	\$

**Certification of Eligibility for Relocation Payments and Services:** To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. **Your signature on this claim form constitutes certification.**

Select either Unincorporated or Incorporated:

☐ Unincorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as \_\_\_\_\_ occupies the property at \_\_\_\_\_

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, \_\_\_\_\_, as \_\_\_\_\_ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States: \_\_\_\_\_

Signature and Date

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest)

☐ Incorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as \_\_\_\_\_ occupies the property at \_\_\_\_\_

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

Signature and Date

Title

**Supporting Data for Storage Cost:**

IS THIS A FINAL CLAIM FOR STORAGE? ☐ YES ☐ NO  
 DATE MOVED TO STORAGE: \_\_\_\_\_ DATE MOVED FROM STORAGE: \_\_\_\_\_  
 NAME & ADDRESS OF STORAGE COMPANY: \_\_\_\_\_

Should Payment Be Made Directly to Storage Company: ☐ YES ☐ NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached):

**Determination of Reasonable Amount of Search Expenses:**

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time=# hours ( ) x hrly earnings rate (\$ ) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

**Payment for Actual Direct Loss of Personal Property and Substitute Personal Property:** List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(a) Identify Personal Property for Which Payment for Actual Direct Loss is Requested	(b) Fair Market Value for Continued Use at Present Location	(c) Proceeds From Sale	(d) Value Not Recovered By Sale (b) minus (c)	(e) Estimated Cost of Moving Old Property - Agency enter	(f) Amount Claimed (Lesser of (d) or (e))	(g) For Agency Use Only
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$

PART 2	(a) Identify Substitute Property for Which Payment is Requested	(b) Actual Cost of Substitute Property Delivered and Installed at New Location	(c) Proceeds From Sale or Trade-In of Property That Was Replaced	(d) Net Cost of Substitute Personal Property (b) minus (c)		(e) For Agency Use Only
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
<b>TOTAL (Add all entries in Parts 1 and 2)</b>					\$	\$
<b>Cost of Effort to Sell Property</b>					\$	\$
<b>Total Amount Claimed (Add lines 1 &amp; 2. Enter on Line 4 of Page 1-Computation)</b>					\$	\$

**Claimant's Release of Personal Property:** I/We release to the Agency ownership of all personal property remaining on the real property.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Determination of Reestablishment Expenses:** (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
<b>TOTAL COSTS</b> (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

**Eligible Moving and Related Expenses:**

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

**Eligible Reestablishment Expenses:**

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

**Ineligible Expenses:**

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

**Privacy Act Notice:** This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

**Certification By Claimant(s):** I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

SIGNATURE OF CLAIMANT(s) &amp; DATE:

NAME &amp; TITLE (Type or Print)

**TO BE COMPLETED BY AGENCY:**

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$			
Approved	\$			

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO 3021  
CONNECTION TEL 919085613404  
CONNECTION ID  
ST. TIME 11/06 11:39  
USAGE T 04'37  
PGS. SENT 5  
RESULT OK

BALTIMORE DISTRICT  
US ARMY  
CORPS OF ENGINEERS

**Fax Transmittal**

Date 11/06/2006

From: Mary Daly  
Civil Projects Support  
Branch  
Real Estate Division  
Fax: (410) 962-0866

Phone: (410) 962-5136

**Total No. of Pages Including Cover Page 5**

To: Brian Naftal Name: Keystone Plastics  
Fax No.: 908-561-3404 Tel No: 908-561-1300

**MEMO** Per my email today attached are the 4 pages I need  
you to sign where checkmarks are, fax back to me and put  
originals in the mail. If you have any questions, please  
email or call me at 410-962-5136. Sorry for any  
inconvenience. Thanks, Mary Daly

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US ARMY  
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inconvenience.

Thanks, Mary Daly



<b>RELOCATION DATA WORKSHEET</b>					
<b>PART I - PROSPECTIVE APPLICANT DATA</b>					
PROJECT Cornell-Dubilier Electronics Superfund Site		RELOCATION ASSISTANCE REPRESENTATIVE Mary Daly		APPLICATION/REMIS NUMBER	
PROSPECTIVE APPLICANT(S)			ANY OTHERS APPLICABLE		
NAME: Keystone Plastics Inc AGE: ADDRESS: 333 Hamilton Blvd. S. Plainfield, NJ 07080 PHONE: (H) (W) 908-561-1300			NAME	RELATIONSHIP	SEX & AGE
<b>PART II - PROPERTY ACQUISITION DATA</b>					
TRACT NO.	BRIEF DESCRIPTION OF PROPERTY ACQUIRED: N/A				
DATE NEGOTIATIONS INITIATED	INFO BROCHURE FURNISHED [x] YES [ ] NO	DATE OFFER SIGNED	DATE OFFER ACCEPTED	DATE POSSESSION REQUIRED 30 November 2006	
ELIGIBILITY:					
<input type="checkbox"/> 180-DAY OWNER/OCC <input type="checkbox"/> 90-DAY OWNER/OCC <input type="checkbox"/> 90-DAY TENANT <input checked="" type="checkbox"/> BUSINESS/FARM/NON-PROFIT <input type="checkbox"/> MH/LAND OWNER <input type="checkbox"/> MH OWNER/LAND TENANT <input type="checkbox"/> NON-OCCUPANT OWNER <input type="checkbox"/> OTHER					
INTEREST HELD BY APPLICANT:					
<input type="checkbox"/> OWNER <input checked="" type="checkbox"/> TENANT (AMOUNT OF RENT PAID:\$3,500/mo.) DATE OCCUPANCY AGMT SIGNED:10/01/05					
INTEREST ACQUIRED BY GOVERNMENT: <input type="checkbox"/> FEE <input type="checkbox"/> EASEMENT <input type="checkbox"/> LEASE					
SALVAGE RETAINED: [ ] YES [ ] NO	IF YES, DESCRIBE SALVAGE TO BE RETAINED AND AMOUNT:				
APPRAISED VALUE	DWELLING/HOMESITE BREAKOUT	DT TRACT ACQUIRED	ACQUISITION AMOUNT	DT COMPARABLE HSG APPROVED/AMOUNT	
APPLICANT RESIDES ON PROPERTY: [ ] YES [x] NO					
IF NO, EXPLAIN: Applicant operates a business on the site.					
DWELLING OCCUPIED	DATE	NATURE OF BUSINESS ACQUIRED (DESCRIBE): [ ] PROFIT    [ ] NON-PROFIT    [ ] FARM			
BUSINESS/FARM/NPO COMMENCED	10/01/05	BUSINESS PLANS TO RE-ESTABLISH: [x] YES    [ ] NO			
STRUCTURE VACATED	28 Oct 2006				
RELOCATIONS ASSISTANCE BENEFITS DISCUSSED WITH DISPLACEE(S) -  DATE 8/2/06	RESIDENTIAL: <input type="checkbox"/> MOVE TYPES <input type="checkbox"/> HOUSING DIFFERENTIAL <input type="checkbox"/> CLOSING COSTS <input type="checkbox"/> RECONNECTION FEES <input type="checkbox"/> PURCHASE AGREEMENT <input type="checkbox"/> DEED <input type="checkbox"/> OTHER (i.e. TENANT BENEFITS)				
			BUSINESS/NON-PROFIT/FARM: <input type="checkbox"/> IN LIEU OF <input checked="" type="checkbox"/> ACTUAL MOVE <input checked="" type="checkbox"/> RE-ESTABLISHMENT <input type="checkbox"/> LICENSE VERIFICATION <input type="checkbox"/> BUSINESS NAME/TYPE <input type="checkbox"/> OWNERSHIP TYPE <input type="checkbox"/> TAX FORMS <input type="checkbox"/> FINANCES		
DISPLACEE QUESTIONS - INTERVIEW NOTES					REMIS WORK ITEM NUMBER:
I (we) hereby attest that the information contained in this Relocation Data Worksheet is correct.	DISPLACEE(S) SIGNATURE:				DATE:

TRACT NO.		PART III - PROPERTY TO BE RELOCATED	
		BRIEF DESCRIPTION (attach inventory if necessary)	
HOUSEHOLD FURNISHINGS			
BUSINESS EQUIPMENT & FIXTURES			
FARM EQUIPMENT			
LIVESTOCK			
NON-PROFIT ORGANIZATION PROPERTY			
MISCELLANEOUS (EXPLAIN)			
SITE OF PROPOSED RELOCATION: <u>1355 W. Front St., Plainfield, New Jersey</u>			DISTANCE
PART IV - REMARKS			
Investigation by an authorized representative of the HUNTINGTON District, Corps of Engineers, has established:			
Date Occupied: <u>  </u> Replacement Dwelling; <u>  </u> Business; <u>  </u> Farm; <u>  </u> NP Site-- <u>  </u>			
Address of Replacement Site: <u>1355 W. Front St., Plainfield, New Jersey</u>			
Date Replacement Site Obtained: <u>          </u> Amount Paid to Purchase Replacement Site: \$ <u>48,000/yr.</u>			
Date DSS Inspection Performed on Replacement Site: <u>          </u> Meets DSS Requirements? [ ] YES [ ] NO			
Replacement Site Located Out of Floodplain: [ ] YES [ ] NO -- If NO, is habitable area built above the '77 & 100 year floodplain? [ ] YES [ ] NO			
If acquisition was a business or farm, did the acquisition amount include payment for a dwelling unit? [ ] YES [ ] NO			
Amount spent for rehabilitation, if necessary, on purchase of replacement dwelling to make it comparable, decent, safe, and sanitary: \$ <u>                                </u>			
Duplication [ ] will or [ ] will not result from allowance of application.			
Applicant moved from tract as a result of acquisition of the tract by the Government for the <u>          </u> Project, or as a result of a written order from the Government to vacate said tract, dated: <u>                                </u>			
Recommendations as to each item in the application and factual information to support the recommendations are attached.			
RECOMMENDATIONS:			
Applicant(s) is/are being displaced for project purposes and is/are requesting the following relocation benefits:			
IAW §24. <u>                                </u> , 49 CFR,			
FUTURE APPLICATIONS:			
ATTACHMENTS:		PREVIOUS PAYMENTS & AMOUNT:	
		TOTAL PAID: \$	
APPLICANT(S) LEGALLY RESIDE IN THE UNITED STATES		[ ] YES [ ] NO	
DATE	NAME AND TITLE	SIGNATURE OF RELOCATION ADVISOR:	

**Supporting Data for Storage Cost:**

IS THIS A FINAL CLAIM FOR STORAGE?    ☐ YES    ☐ NO  
 DATE MOVED TO STORAGE: \_\_\_\_\_ DATE MOVED FROM STORAGE: \_\_\_\_\_  
 NAME & ADDRESS OF STORAGE COMPANY: \_\_\_\_\_

Should Payment Be Made Directly to Storage Company:    ☐ YES    ☐ NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached):

**Determination of Reasonable Amount of Search Expenses:**

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours ( ) x hrly earnings rate (\$ ) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

**Payment for Actual Direct Loss of Personal Property and Substitute Personal Property:** List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(a) Identify Personal Property for Which Payment for Actual Direct Loss is Requested	(b) Fair Market Value for Continued Use at Present Location	(c) Proceeds From Sale	(d) Value Not Recovered By Sale (b) minus (c)	(e) Estimated Cost of Moving Old Property - Agency enter	(f) Amount Claimed (Lesser of (d) or (e))	(g) For Agency Use Only
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$

PART 2	(a) Identify Substitute Property for Which Payment is Requested	(b) Actual Cost of Substitute Property Delivered and Installed at New Location	(c) Proceeds From Sale or Trade-In of Property That Was Replaced	(d) Net Cost of Substitute Personal Property (b) minus (c)		(e) For Agency Use Only
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
<b>TOTAL (Add all entries in Parts 1 and 2)</b>					\$	\$
<b>Cost of Effort to Sell Property</b>					\$	\$
<b>Total Amount Claimed (Add lines 1 &amp; 2. Enter on Line 4 of Page 1-Computation)</b>					\$	\$

**Claimant's Release of Personal Property:** I/We release to the Agency ownership of all personal property remaining on the real property.

Signature

Date

**Determination of Reestablishment Expenses:** (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
<b>TOTAL COSTS</b> (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

**Eligible Moving and Related Expenses:**

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

**Eligible Reestablishment Expenses:**

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

**Ineligible Expenses:**

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

**Privacy Act Notice:** This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

**Certification By Claimant(s):** I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

✓ **SIGNATURE OF CLAIMANT(s) & DATE:**

**NAME & TITLE (Type or Print)**

**TO BE COMPLETED BY AGENCY:**

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$ 24,865	Mary Daly	MARY DALY	
Approved	\$			

BALTIMORE DISTRICT  
US ARMY  
CORPS OF ENGINEERS

**Fax Transmittal**

Date 11/06/2006

From: Mary Daly  
Civil Projects Support  
Branch  
Real Estate Division  
Fax: (410) 962-0866

Phone: (410) 962-5136

**Total No. of Pages Including Cover Page 5**

To: Brian Naftal Name: Keystone Plastics

Fax No.: 908-561-3404 Tel No: 908-561-1300

**MEMO** Per my email today attached are the 4 pages I need  
you to sign where checkmarks are, fax back to me and put  
originals in the mail. If you have any questions, please  
email or call me at 410-962-5136. Sorry for any  
inconvenience. Thanks, Mary Daly

Att: Mary Daly

**Daly, Mary E NAB02**

---

**From:** Brian Naftal [bnaftal@usa.net]  
**Sent:** Monday, November 06, 2006 12:32 PM  
**To:** Daly, Mary E NAB02  
**Subject:** RE: Signatures Needed

Keystones tax id # is 221476437. Thank you B

-----Original Message-----

**From:** Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]  
**Sent:** Monday, November 06, 2006 11:50 AM  
**To:** Brian Naftal  
**Subject:** RE: Signatures Needed

Brian,

What is your Tax ID number?

Mary

---

**From:** Brian Naftal [mailto:bnaftal@usa.net]  
**Sent:** Monday, November 06, 2006 10:59 AM  
**To:** Daly, Mary E NAB02  
**Subject:** RE: Signatures Needed

Please send me a address for yourself

Brian

-----Original Message-----

**From:** Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]  
**Sent:** Monday, November 06, 2006 10:34 AM  
**To:** bnaftal@usa.net  
**Subject:** Signatures Needed

Brian,

I just found out that our auditors are requiring each page of the form to be signed when processing the relocation reimbursement. I am faxing you the following 4 pages:

- 1) Exhibit 6-10 - sign and date at bottom where checkmark is
- 2) Exhibit 6-10(a) - fill in information where checkmarks are
- 3 & 4) Exhibits 6-13(a) and (b) sign and date at bottom of page where each checkmark is

Please fax to me at 410-962-0866 and put the originals in the mail. Sorry for any inconvenience.

Thanks,

Mary



DEPARTMENT OF THE ARMY  
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS  
P. O. BOX 1715  
BALTIMORE, MD 21203-1715

November 06, 2006

Real Estate Division  
Civil Projects Support Branch

Environmental Protection Agency, Region II  
ATTN: Mr. Peter Mannino,  
290 Broadway  
New York, New York 10007

Dear Mr. Mannino:

Per your request, in connection with the Cornell-Dubilier Superfund Project, Borough of South Plainfield, Middlesex County, New Jersey, enclosed please find copies of the relocation claim, moving estimates, and invoice/receipt(s) for The Furniture Exchange and Keystone Plastics. If you have any questions regarding the enclosed, don't hesitate to contact me at 410-962-5136.

Sincerely,

**SIGNED.**

Mary Daly  
Realty Specialist, Civil Projects Support Branch  
Real Estate Division

2 Enclosures

DALY/CENAB-RE-C/25136 *mj 11/6/06*

**Claim for Actual Reasonable  
Moving and Related Expenses  
Businesses, Nonprofit Organizations  
and Farm Operations**

**U. S. Army Corps of Engineers**

See Page 3 for Privacy Act Statement  
before completing this form

AGENCY NAME PROJECT NAME TRACT NUMBER  
U.S. Army Corps of Engineers Cornell-Dubilier Superfund Site N/A

NAME UNDER WHICH NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING  
CLAIMANT CONDUCTS OPERATIONS: CLAIM ON BEHALF OF CLAIMANT:  
Keystone Plastics

Address From Which Claimant Moved:  
333 HAMILTON BLVD  
SOUTH PLAINFIELD, NJ 07066

Address To Which Claimant Moved:  
1355 W. FRONT ST.  
PLAINFIELD, NJ

Date First Occupied Property:

Date Move Started:

Date Move Completed:

TYPE OF OPERATION: ☒ Business ☐ Nonprofit Organization ☐ Farm Operation  
TYPE OF OWNERSHIP: ☐ Sole Proprietorship ☒ Corporation ☐ Partnership ☐ Nonprofit Organization  
IS THIS A FINAL CLAIM? ☒ YES ☐ NO (If "No", attach an explanation)  
DOES CLAIMANT INTEND TO REESTABLISH? ☒ YES ☐ NO

**COMPUTATION OF PAYMENT:**

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$ 24,865	\$ 24,865
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$
(7) Total Amount Claimed	\$ 24,865	\$ 24,865
(8) Amount Previously Received (if any)	\$	\$
(9) Amount Requested	\$ 24,865	\$ 24,865

**Certification of Eligibility for Relocation Payments and Services:** To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either Unincorporated or Incorporated:

☐ Unincorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as \_\_\_\_\_ occupies the property at \_\_\_\_\_

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, \_\_\_\_\_, as \_\_\_\_\_ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States:

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest)

Signature and Date

☐ Incorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as KEYSTONE PLASTICS INC. occupies the property at 3451 SOUTH CLINTON AVE S. PLAINFIELD, NJ 07060

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

Brian T. [Signature] 11-2-06  
Signature and Date

MANAGER  
Title



**WEIGHBRIDGE** Industries**INDUSTRIAL SERVICES COMPANY**  
Fabrication - Rigging - Warehousing**Invoice**Date: 10/30/06  
Invoice # PM 002486**Bill To**Keystone Plastics Inc.  
Brian Naftal  
3451 South Clinton Ave.  
South Plainfield, NJ 07080**Terms - Due Upon Receipt****Description**

Rig out machinery, load skidded raw materials, finished goods and other support equipment from South Plainfield warehouse, transport and off-load and place in new Plainfield warehouse.

Thank you for your business \_\_\_\_\_ **Total \$ 24,865**

FROM : WEIGHBRIDGE IND RIGGING

FAX NO. : 1 973 3288878

Oct. 13 2006 03:05PM P3



October 10, 2006

Keystone Plastics  
Brian Naftal  
3451 So Clinton Avenue  
South Plainfield, NJ 07080

Subject: Warehouse relocation

Dear Brian,

Move machinery from the Hamilton Blvd warehouse in South Plainfield to another warehouse to within 50 miles). Move a grinder, winder and roll former along with the raw material stock and/or finished goods.

The move will require men at both locations and approximately 14 truck loads @ 1800 per load therefore the moving price would be \$25,200 plus the flat bed price and machinery move of \$2,150 for a total price of \$ 27,350

We would have a coordinator on-site to answer any questions and direct the move, if you have any questions please call.

Thank you,

  
Keith DeLorenzo

FROM : WEIGHBRIDGE IND RIGGING

FAX NO. : 1 973 3288878

Oct. 13 2006 03:04PM P2

**WEIGHBRIDGE** Industries**INDUSTRIAL SERVICES COMPANY**  
Fabrication - Rigging - Warehousing

October 6, 2006

Keystone Plastics  
Brian Nafal  
3451 South Clinton Avenue  
South Plainfield, NJ 07080

Project: 333 Hamilton Blvd Warehouse Relocation

**Scope of Work**

Rig out the machinery and equipment and stage in another warehouse (within 50 miles).

The machinery includes ►

- Winder
- Grinder
- Roll Former

---

Rigging Price: \$ 2,430

Load 10/11 trailers with skidded materials and deliver to the destination warehouse.

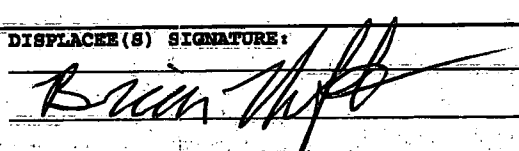
---

Trucking & Labor Price: \$ 22,435**Total Price: \$ 24,865**

Thank you for the opportunity to quote this project, if you have any questions please call.

Regards,

Jack Finnigan and Bob Katz

RELOCATION DATA WORKSHEET				
PART I - PROSPECTIVE APPLICANT DATA				
PROJECT Cornell-Dubilier Electronics Superfund Site		RELOCATION ASSISTANCE REPRESENTATIVE Mary Daly		APPLICATION/REMIS NUMBER
PROSPECTIVE APPLICANT(S)		ANY OTHERS APPLICABLE		
NAME: Keystone Plastics Inc AGE: ADDRESS: 333 Hamilton Blvd. S. Plainfield, NJ 07080 PHONE: (H) (W) 908-561-1300		NAME	RELATIONSHIP	SEX & AGE
PART II - PROPERTY ACQUISITION DATA				
TRACT NO.	BRIEF DESCRIPTION OF PROPERTY ACQUIRED: N/A			
DATE NEGOTIATIONS INITIATED	INFO BROCHURE FURNISHED [x] YES [ ] NO	DATE OFFER SIGNED	DATE OFFER ACCEPTED	DATE POSSESSION REQUIRED 30 November 2006
ELIGIBILITY:				
<input type="checkbox"/> 180-DAY OWNER/OCC <input type="checkbox"/> 90-DAY OWNER/OCC <input type="checkbox"/> 90-DAY TENANT <input checked="" type="checkbox"/> BUSINESS/FARM/NON-PROFIT <input type="checkbox"/> MH/LAND OWNER <input type="checkbox"/> MH OWNER/LAND TENANT <input type="checkbox"/> NON-OCCUPANT OWNER <input type="checkbox"/> OTHER				
INTEREST HELD BY APPLICANT:				
<input type="checkbox"/> OWNER <input checked="" type="checkbox"/> TENANT (AMOUNT OF RENT PAID:\$3,500/mo.) DATE OCCUPANCY AGMT SIGNED:10/01/05				
INTEREST ACQUIRED BY GOVERNMENT: <input type="checkbox"/> FEE <input type="checkbox"/> EASEMENT <input type="checkbox"/> LEASE				
SALVAGE RETAINED: [ ] YES [ ] NO	IF YES, DESCRIBE SALVAGE TO BE RETAINED AND AMOUNT:			
APPRAISED VALUE	DWELLING/HOMESITE BREAKOUT	DT TRACT ACQUIRED	ACQUISITION AMOUNT	DT COMPARABLE HSG APPROVED/AMOUNT
APPLICANT RESIDES ON PROPERTY: [ ] YES [x] NO	IF NO, EXPLAIN: Applicant operates a business on the site.			
DWELLING OCCUPIED	DATE	NATURE OF BUSINESS ACQUIRED (DESCRIBE): [ ] PROFIT [ ] NON-PROFIT [ ] FARM		
BUSINESS/FARM/NPO COMMENCED	10/01/05			
STRUCTURE VACATED	28 Oct 2006	BUSINESS PLANS TO RE-ESTABLISH: [x] YES [ ] NO		
RELOCATIONS ASSISTANCE BENEFITS DISCUSSED WITH DISPLACEE(S) -  DATE 8/2/06	RESIDENTIAL: <input type="checkbox"/> MOVE TYPES <input type="checkbox"/> HOUSING DIFFERENTIAL <input type="checkbox"/> CLOSING COSTS <input type="checkbox"/> RECONNECTION FEES <input type="checkbox"/> PURCHASE AGREEMENT <input type="checkbox"/> DEED <input type="checkbox"/> OTHER(i.e. TENANT BENEFITS)		BUSINESS/NON-PROFIT/FARM: <input type="checkbox"/> IN LIEU OF <input checked="" type="checkbox"/> ACTUAL MOVE <input checked="" type="checkbox"/> RE-ESTABLISHMENT <input type="checkbox"/> LICENSE VERIFICATION <input type="checkbox"/> BUSINESS NAME/TYPE <input type="checkbox"/> OWNERSHIP TYPE <input type="checkbox"/> TAX FORMS <input type="checkbox"/> FINANCES	
DISPLACEE QUESTIONS - INTERVIEW NOTES				REMIS WORK ITEM NUMBER:
<input checked="" type="checkbox"/> I (we) hereby attest that the information contained in this Relocation Data Worksheet is correct.	DISPLACEE(S) SIGNATURE:			DATE:
				11-6-06

TRACT NO.		PART III - PROPERTY TO BE RELOCATED	
		BRIEF DESCRIPTION (attach inventory if necessary)	
HOUSEHOLD FURNISHINGS			
✓ BUSINESS EQUIPMENT & FIXTURES		Machinery, Raw materials	
FARM EQUIPMENT			
LIVESTOCK			
NON-PROFIT ORGANIZATION PROPERTY			
MISCELLANEOUS (EXPLAIN)			
SITE OF PROPOSED RELOCATION: 1355 W. Front St., Plainfield, New Jersey			DISTANCE
PART IV - REMARKS			
Investigation by an authorized representative of the HUNTINGTON District, Corps of Engineers, has established:			
✓ Date Occupied: Replacement Dwelling; <input checked="" type="checkbox"/> Business; Farm; NP Site--			
Address of Replacement Site: 1355 W. Front St., Plainfield, New Jersey			
✓ Date Replacement Site Obtained: 10-30-06 Amount Paid to Purchase Replacement Site: \$48,000/yr.			
Date DSS Inspection Performed on Replacement Site: Meets DSS Requirements? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Replacement Site Located Out of Floodplain: <input type="checkbox"/> YES <input type="checkbox"/> NO -- If NO, is habitable area built above the '77 & 100 year floodplain? <input type="checkbox"/> YES <input type="checkbox"/> NO			
If acquisition was a business or farm, did the acquisition amount include payment for a dwelling unit? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Amount spent for rehabilitation, if necessary, on purchase of replacement dwelling to make it comparable, decent, safe, and sanitary: \$			
Duplication <input type="checkbox"/> will or <input type="checkbox"/> will not result from allowance of application.			
Applicant moved from tract as a result of acquisition of the tract by the Government for the Project, or as a result of a written order from the Government to vacate said tract, dated:			
Recommendations as to each item in the application and factual information to support the recommendations are attached.			
RECOMMENDATIONS: Applicant(s) is/are being displaced for project purposes and is/are requesting the following relocation benefits:  IAW §24., 49 CFR,			
FUTURE APPLICATIONS:			
ATTACHMENTS:		PREVIOUS PAYMENTS & AMOUNT:	
		TOTAL PAID: \$	
APPLICANT(S) LEGALLY RESIDE IN THE UNITED STATES		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DATE	NAME AND TITLE	SIGNATURE OF RELOCATION ADVISOR:	

**Supporting Data for Storage Cost:**

IS THIS A FINAL CLAIM FOR STORAGE? ☐ YES ☐ NO  
 DATE MOVED TO STORAGE: \_\_\_\_\_ DATE MOVED FROM STORAGE: \_\_\_\_\_  
 NAME & ADDRESS OF STORAGE COMPANY: \_\_\_\_\_

Should Payment Be Made Directly to Storage Company: ☐ YES ☐ NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$
Description of Property Stored (List may be attached):		

**Determination of Reasonable Amount of Search Expenses:**

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours ( ) x hrly earnings rate (\$ ) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

**Payment for Actual Direct Loss of Personal Property and Substitute Personal Property:** List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

Attach additional sheets, as needed.

PART 1	(a)	(b)	(c)	(d)	(e)	(f)	(g)
Identify Personal Property for Which Payment for Actual Direct Loss is Requested	Fair Market Value for Continued Use at Present Location	Proceeds From Sale	Value Not Recovered By Sale (b) minus (c)	Estimated Cost of Moving Old Property - Agency enter	Amount Claimed (Lesser of (d) or (e))	For Agency Use Only	
	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	

PART 2	(a)	(b)	(c)	(d)	(e)
Identify Substitute Property for Which Payment is Requested	Actual Cost of Substitute Property Delivered and Installed at New Location	Proceeds From Sale or Trade-In of Property That Was Replaced	Net Cost of Substitute Personal Property (b) minus (c)		For Agency Use Only
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
<b>TOTAL (Add all entries in Parts 1 and 2)</b>					\$
<b>Cost of Effort to Sell Property</b>					\$
<b>Total Amount Claimed (Add lines 1 &amp; 2. Enter on Line 4 of Page 1-Computation)</b>					\$

**Claimant's Release of Personal Property:** I/We release to the Agency ownership of all personal property remaining on the real property.

Signature

Date

**Determination of Reestablishment Expenses:** (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
<b>TOTAL COSTS</b> (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

**Eligible Moving and Related Expenses:**

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

**Eligible Reestablishment Expenses:**

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

**Ineligible Expenses:**

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

**Privacy Act Notice:** This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

**Certification By Claimant(s):** I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

**SIGNATURE OF CLAIMANT(s) & DATE:** *[Signature]* **NAME & TITLE (Type or Print)** *11-06-06*

**TO BE COMPLETED BY AGENCY:**

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$ 24,865	<i>Mary Daly</i>	MARY DALY	
Approved	\$			

**WEIGHBRIDGE** Industries**INDUSTRIAL SERVICES COMPANY**  
*Fabrication - Rigging - Warehousing*

October 6, 2006

Keystone Plastics  
Brian Naftal  
3451 South Clinton Avenue  
South Plainfield, NJ 07080

Project: 333 Hamilton Blvd Warehouse Relocation

## Scope of Work

Rig out the machinery and equipment and stage in another warehouse (within 50 miles).

The machinery includes ►

- Winder
- Grinder
- Roll Former

---

Rigging Price: \$ 2,430

Load 10/11 trailers with skidded materials and deliver to the destination warehouse.

---

Trucking & Labor Price: \$ 22,435**Total Price: \$ 24,865**

Thank you for the opportunity to quote this project, if you have any questions please call.

Regards,

Jack Finnigan and Bob Katz





**WEIGHBRIDGE** Industries

**INDUSTRIAL SERVICES COMPANY**  
*Fabrication - Rigging - Warehousing*

## Invoice

Date: 10/30/06  
Invoice # PM 002486

### Bill To

Keystone Plastics Inc.  
Brian Naftal  
3451 South Clinton Ave.  
South Plainfield, NJ 07080

Terms — Due Upon Receipt

### Description

Rig out machinery, load skidded raw materials, finished goods and other support equipment from South Plainfield warehouse, transport and off-load and place in new Plainfield warehouse.

Thank you for your business \_\_\_\_\_ **Total \$ 24,865**

06 NOV 19 11:55

**PUBLIC VOUCHER FOR PURCHASES AND  
SERVICES OTHER THAN PERSONAL**

VOUCHER NO.

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION

DATE VOUCHER PREPARED

SCHEDULE NO.

USAED, BALTIMORE, ATTN: CENAB-RE-C  
Real Estate, 7th Floor  
City Crescent Building  
10 South Howard Street  
Baltimore, MD 21201

November 7, 2006

CONTRACT NUMBER AND DATE

PAID BY

REQUISITION NUMBER AND DATE

PAYEE'S  
NAME  
AND  
ADDRESS

Keystone Plastics, Inc.  
1355 W. Front St.  
Plainfield, New Jersey 07063

PLEASE FED EX CHECK TO DISTRICT NLT 14 Nov 2006

DATE INVOICE RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NUMBER

SHIPPED FROM

TO

WEIGHT

GOVERNMENT B/L NUMBER

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT PRICE		AMOUNT (1)
				COST	PER	
		CORNELL-DUBILIER SUPERFUND SITE, PLAINFIELD, NEW JERSEY, Payment for Moving Expenses in connection with Relocation from 333 Hamilton Blvd, S. Plainfield, NJ  Owner: Keystone Plastics, Inc. Tax ID 221476437				\$24,865.00

(Use continuation sheet(s) if necessary)

(Payee must NOT use space below)

TOTAL \$24,865.00

PAYMENT

- ☐ PROVISIONAL  
☒ COMPLETE  
☐ PARTIAL  
☐ FINAL  
☐ PROGRESS  
☐ ADVANCE

APPROVED FOR

\$24,865.00

EXCHANGE RATE

= \$1.00

DIFFERENCES

BY 2

SUSAN K. LEWIS

TITLE

Environmental Program Manager, Real Estate Division

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

(DATE)

(Authorized Certifying Officer) 2

(Title)

ACCOUNTING CLASSIFICATION

9415FC

PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER	ON (Name of bank)
	CASH		PAYEE 3	

1 When stated in foreign currency, insert name of currency.

2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title.

3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, "Secretary," or "Treasurer," as the case may be.

PER

TITLE

Previous edition usable

**PRIVACY ACT STATEMENT**

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

**DETERMINATION OF RELOCATION BENEFITS DUE APPLICANT**

**PROJECT:** Cornell-Dubilier Superfund Site

Date Processed: 06 Nov 2006

**NAME OF APPLICANT(s):**  
Keystone Plastics, Inc.

**MAIL CHECK TO:**  
1355 W. Front St.  
Plainfield, NJ 07063

APPLICATION NUMBER

REMIS No.: )

TRACT NUMBER

The following is a determination of relocation benefits due the above applicant under Public Law 91-646:

**1. RESIDENTIAL MOVING EXPENSES**

a. Fixed Payment (or)..... \$ \_\_\_\_\_  
b. Actual Reasonable Expenses..... \$ \_\_\_\_\_

**2. NONRESIDENTIAL MOVING EXPENSES** (Business ☐ ; Farm ☐ ; NonProfit ☐ )

a. Fixed Payment (or)..... \$ \_\_\_\_\_  
b. Actual Reasonable Expenses..... \$ \_\_\_\_\_  
(1) Moving Expenses..... \$ 24,865  
(2) Storage Expenses..... \$ \_\_\_\_\_  
(3) Direct Loss..... \$ \_\_\_\_\_  
(4) Search Expenses..... \$ \_\_\_\_\_  
(5) Reestablishment Expenses..... \$ \_\_\_\_\_

**TOTAL** ..... \$ 24,865

**3. REPLACEMENT HOUSING,  
HOMEOWNERS:**

a. Housing Differential..... \$ \_\_\_\_\_  
b. Increased Interest..... \$ \_\_\_\_\_  
c. Closing Costs..... \$ \_\_\_\_\_

**TOTAL (Sum of a thru c, as they apply)**..... \$ \_\_\_\_\_

**4. REPLACEMENT HOUSING,  
TENANTS**

a. Supplemental Rental Payment.... \$ \_\_\_\_\_  
b. Down Payment..... \$ \_\_\_\_\_

**TOTAL (Sum of a or b, as applied)**..... \$ \_\_\_\_\_

**5. INCIDENTAL EXPENSES:**

a. Recording Fee..... \$ \_\_\_\_\_  
b. Transfer Taxes..... \$ \_\_\_\_\_  
c. Prepayment Costs..... \$ \_\_\_\_\_  
d. Prorated Real Estate Taxes..... \$ \_\_\_\_\_

**TOTAL (Sum of a thru d, as they apply)**..... \$ \_\_\_\_\_

**6. Sum approved for immediate payment**..... \$ 24,865

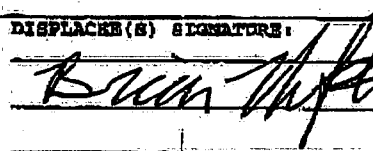
**REMARKS:**

Date:

**NAME AND TITLE of APPROVING OFFICIAL:**  
SUSAN K. LEWIS  
Environmental Program Manager

**SIGNATURE**

*Susan K. Lewis*

RELOCATION DATA WORKSHEET				
PART I - PROSPECTIVE APPLICANT DATA				
PROJECT Cornell-Dubilier Electronics Superfund Site		RELOCATION ASSISTANCE REPRESENTATIVE Mary Daly		APPLICATION/REMIS NUMBER
PROSPECTIVE APPLICANT(S)		ANY OTHERS APPLICABLE		
NAME: Keystone Plastics Inc AGE: ADDRESS: 333 Hamilton Blvd. S. Plainfield, NJ 07080 PHONE: (H) (W) 908-561-1300		NAME	RELATIONSHIP	SEX & AGE
PART II - PROPERTY ACQUISITION DATA				
TRACT NO.	BRIEF DESCRIPTION OF PROPERTY ACQUIRED: N/A			
DATE NEGOTIATIONS INITIATED	INFO BROCHURE FURNISHED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	DATE OFFER SIGNED	DATE OFFER ACCEPTED	DATE POSSESSION REQUIRED 30 November 2006
ELIGIBILITY:				
<input type="checkbox"/> 180-DAY OWNER/OCC <input type="checkbox"/> 90-DAY OWNER/OCC <input type="checkbox"/> 90-DAY TENANT <input checked="" type="checkbox"/> BUSINESS/FARM/NON-PROFIT <input type="checkbox"/> MH/LAND OWNER <input type="checkbox"/> MH OWNER/LAND TENANT <input type="checkbox"/> NON-OCCUPANT OWNER <input type="checkbox"/> OTHER				
INTEREST HELD BY APPLICANT:				
<input type="checkbox"/> OWNER <input checked="" type="checkbox"/> TENANT (AMOUNT OF RENT PAID: \$3,500/mo.) DATE OCCUPANCY AGMT SIGNED: 10/01/05				
INTEREST ACQUIRED BY GOVERNMENT: <input type="checkbox"/> FEE <input type="checkbox"/> EASEMENT <input type="checkbox"/> LEASE				
SALVAGE RETAINED: <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, DESCRIBE SALVAGE TO BE RETAINED AND AMOUNT:				
APPRAISED VALUE	DWELLING/HOMESITE BREAKOUT	DT TRACT ACQUIRED	ACQUISITION AMOUNT	DT COMPARABLE HSG APPROVED/AMOUNT
APPLICANT RESIDES ON PROPERTY: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF NO, EXPLAIN: Applicant operates a business on the site.				
DWELLING OCCUPIED	DATE	NATURE OF BUSINESS ACQUIRED (DESCRIBE):		
		<input checked="" type="checkbox"/> PROFIT <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> FARM		
BUSINESS/FARM/NPO COMMENCED	10/01/05			
STRUCTURE VACATED	28 Oct 2006	BUSINESS PLANS TO RE-ESTABLISH: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
RELOCATIONS ASSISTANCE BENEFITS DISCUSSED WITH DISPLACEE(S) - DATE 8/2/06	RESIDENTIAL: <input type="checkbox"/> MOVE TYPES <input type="checkbox"/> HOUSING DIFFERENTIAL <input type="checkbox"/> CLOSING COSTS <input type="checkbox"/> RECONNECTION FEES <input type="checkbox"/> PURCHASE AGREEMENT <input type="checkbox"/> DEED <input type="checkbox"/> OTHER (i.e. TENANT BENEFITS)		BUSINESS/NON-PROFIT/FARM: <input type="checkbox"/> IN LIEU OF <input checked="" type="checkbox"/> ACTUAL MOVE <input checked="" type="checkbox"/> RE-ESTABLISHMENT <input type="checkbox"/> LICENSE VERIFICATION <input type="checkbox"/> BUSINESS NAME/TYPE <input type="checkbox"/> OWNERSHIP TYPE <input type="checkbox"/> TAX FORMS <input type="checkbox"/> FINANCES	
DISPLACEE QUESTIONS - INTERVIEW NOTES				REMIS WORK ITEM NUMBER:
I (we) hereby attest that the information contained in this Relocation Data Worksheet is correct.	DISPLACEE(S) SIGNATURE:			DATE:
				11-6-06

TRACT NO.		PART III - PROPERTY TO BE RELOCATED	
HOUSEHOLD FURNISHINGS		BRIEF DESCRIPTION (attach inventory if necessary)	
BUSINESS EQUIPMENT & FIXTURES		Machinery, Raw materials	
FARM EQUIPMENT			
LIVESTOCK			
NON-PROFIT ORGANIZATION PROPERTY			
MISCELLANEOUS (EXPLAIN)			
SITE OF PROPOSED RELOCATION:		DISTANCE	
1355 W. Front St., Plainfield, New Jersey			
PART IV - REMARKS			
Investigation by an authorized representative of the HUNTINGTON District, Corps of Engineers, has established:			
Date Occupied: Replacement Dwelling: <input checked="" type="checkbox"/> Business: <input type="checkbox"/> Farm: <input type="checkbox"/> NP Site: <input type="checkbox"/>			
Address of Replacement Site: 1355 W. Front St., Plainfield, New Jersey			
Date Replacement Site Obtained: 10-30-06 Amount Paid to Purchase Replacement Site: \$48,000/yr.			
Date DSS Inspection Performed on Replacement Site: Meets DSS Requirements? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Replacement Site Located Out of Floodplain: <input type="checkbox"/> YES <input type="checkbox"/> NO -- If NO, is habitable area built above the '77 & 100 year floodplain? <input type="checkbox"/> YES <input type="checkbox"/> NO			
If acquisition was a business or farm, did the acquisition amount include payment for a dwelling unit? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Amount spent for rehabilitation, if necessary, on purchase of replacement dwelling to make it comparable, decent, safe, and sanitary: \$			
Duplication <input type="checkbox"/> will or <input type="checkbox"/> will not result from allowance of application.			
Applicant moved from tract as a result of acquisition of the tract by the Government for the said tract, dated: Project, or as a result of a written order from the Government to vacate			
Recommendations as to each item in the application and factual information to support the recommendations are attached.			
RECOMMENDATIONS:			
Applicant(s) is/are being displaced for project purposes and is/are requesting the following relocation benefits:			
IAW §24.301 (d) (1), 49 CFR, actual cost moving expenses - commercial move.			
FUTURE APPLICATIONS:			
ATTACHMENTS:		PREVIOUS PAYMENTS & AMOUNT:	
		TOTAL PAID: \$	
APPLICANT(S) LEGALLY RESIDE IN THE UNITED STATES <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
DATE	NAME AND TITLE	SIGNATURE OF RELOCATION ADVISOR:	
11/6/06	Mary Daly, Realty Specialist	Mary Daly	

Claim for Actual Reasonable  
Moving and Related Expenses  
Businesses, Nonprofit Organizations  
and Farm Operations

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement  
before completing this form

AGENCY NAME PROJECT NAME TRACT NUMBER  
U.S. Army Corps of Engineers Cornell-Dubilier Superfund Site N/A

NAME UNDER WHICH CLAIMANT CONDUCTS OPERATIONS: NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING CLAIM ON BEHALF OF CLAIMANT:  
Keystone Plastics

Address From Which Claimant Moved: 333 HAMILTON BLVD SOUTH PLAINFIELD, NJ 07060	Address To Which Claimant Moved: 1355 W. FRONT ST. PLAINFIELD, NJ
Date First Occupied Property:	Date Move Started: 10/30/06
	Date Move Completed: 10/30/06

TYPE OF OPERATION: ☒ Business ☐ Nonprofit Organization ☐ Farm Operation  
TYPE OF OWNERSHIP: ☐ Sole Proprietorship ☒ Corporation ☐ Partnership ☐ Nonprofit Organization  
IS THIS A FINAL CLAIM? ☒ YES ☐ NO (If "No", attach an explanation)  
DOES CLAIMANT INTEND TO REESTABLISH? ☒ YES ☐ NO

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$ 24,865	\$ 24,865
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$
(7) Total Amount Claimed	\$ 24,865	\$ 24,865
(8) Amount Previously Received (if any)	\$	\$
(9) Amount Requested	\$ 24,865	\$ 24,865

**Certification of Eligibility for Relocation Payments and Services:** To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either Unincorporated or Incorporated:

☐ Unincorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as \_\_\_\_\_ occupies the property at \_\_\_\_\_

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, \_\_\_\_\_, as \_\_\_\_\_ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States:

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest) Signature and Date

☒ Incorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as KEYSTONE PLASTICS INC. occupies the property at 3451 SOUTH CLINTON AVE SOUTH PLAINFIELD NJ 07060

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

Brian T. Hays 11-2-06  
Signature and Date

MANAGER  
Title

## Supporting Data for Storage Cost:

IS THIS A FINAL CLAIM FOR STORAGE? ☐ YES ☐ NO

DATE MOVED TO STORAGE: \_\_\_\_\_

DATE MOVED FROM STORAGE: \_\_\_\_\_

NAME &amp; ADDRESS OF STORAGE COMPANY: \_\_\_\_\_

Should Payment Be Made Directly to Storage Company: ☐ YES ☐ NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached): \_\_\_\_\_

## Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time—# hours ( ) x hourly earnings rate (\$ ) =	\$	\$
(2) Transportation—consult Agency for allowable rate per mile	\$	\$
(3) Lodging—Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses—Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES—Enter on Line 3 of Page 1	\$	\$

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(a) Identify Personal Property for Which Payment for Actual Direct Loss is Requested	(b) Fair Market Value for Continued Use at Present Location	(c) Proceeds From Sale	(d) Value Not Recovered By Sale (b) minus (c)	(e) Estimated Cost of Moving Old Property—Agency enter	(f) Amount Claimed (Lesser of (d) or (e))	(g) For Agency Use Only
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$

PART 2	(a) Identify Substitute Property for Which Payment is Requested	(b) Actual Cost of Substitute Property Delivered and Installed at New Location	(c) Proceeds From Sale or Trade-In of Property That Was Replaced	(d) Net Cost of Substitute Personal Property (b) minus (c)	(e) For Agency Use Only
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
TOTAL (Add all entries in Parts 1 and 2)					\$
Cost of Effort to Sell Property					\$
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1—Computation)					\$

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.

Signature

Date



**Determination of Reestablishment Expenses:** (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
<b>TOTAL COSTS</b> (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

**Eligible Moving and Related Expenses:**

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

**Eligible Reestablishment Expenses:**

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

**Ineligible Expenses:**

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

**Privacy Act Notice:** This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

**Certification By Claimant(s):** I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

**SIGNATURE OF CLAIMANT(S) & DATE:**

**NAME & TITLE (Type or Print)**

**TO BE COMPLETED BY AGENCY:**

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$24,865	Mary Daly	MARY DALY	11/06/06
Approved	\$24,865	Susan R. Lewis	SUSAN R. LEWIS	11/7/06

**WEIGHBRIDGE** Industries**INDUSTRIAL SERVICES COMPANY**  
*Fabrication - Rigging - Warehousing***Invoice**Date: 10/30/06  
Invoice # PM 002486**Bill To**Keystone Plastics Inc.  
Brian Naftal  
3451 South Clinton Ave.  
South Plainfield, NJ 07080

Terms - Due Upon Receipt

**Description**

Rig out machinery, load skidded raw materials, finished goods and other support equipment from South Plainfield warehouse, transport and off-load and place in new Plainfield warehouse.

Thank you for your business \_\_\_\_\_ **Total \$ 24,865**

FROM : WEIGHBRIDGE IND RIGGING

FAX NO. : 1 973 3288878

Oct. 13 2006 03:05PM P3



100th Nelson Westerberg  
Anniversary  
1904-2004

October 10, 2006

Keystone Plastics  
Brian Naftal  
3451 So Clinton Avenue  
South Plainfield, NJ 07080

Subject: Warehouse relocation

Dear Brian,

Move machinery from the Hamilton Blvd warehouse in South Plainfield to another warehouse to within 50 miles). Move a grinder, winder and roll former along with the raw material stock and/or finished goods.

The move will require men at both locations and approximately 14 truck loads @ 1800 per load therefore the moving price would be \$25,200 plus the flat bed price and machinery move of \$2,150 for a total price of \$ 27,350

We would have a coordinator on-site to answer any questions and direct the move, if you have any questions please call.

Thank you,

  
Keith DeLorenzo

FROM : WEIGHBRIDGE IND RIGGING

FAX NO. : 1 973 3288878

Oct. 13 2006 03:04PM P2

**WEIGHBRIDGE** Industries**INDUSTRIAL SERVICES COMPANY**  
Fabrication - Rigging - Warehousing

October 6, 2006

Keystone Plastics  
Brian Naftal  
3451 South Clinton Avenue  
South Plainfield, NJ 07080

Project: 333 Hamilton Blvd Warehouse Relocation

## Scope of Work

Rig out the machinery and equipment and stage in another warehouse (within 50 miles).

The machinery includes ►

- Winder
- Grinder
- Roll Former

---

Rigging Price: \$ 2,430

Load 10/11 trailers with skidded materials and deliver to the destination warehouse.

---

Trucking & Labor Price: \$ 22,435**Total Price: \$ 24,865**

Thank you for the opportunity to quote this project, if you have any questions please call.

Regards,

Jack Finnigan and Bob Katz

**Daly, Mary E NAB02**

---

**From:** Daly, Mary E NAB02  
**Sent:** Wednesday, November 08, 2006 9:59 AM  
**To:** Lewis, Susan K NAB02  
**Subject:** RE: Keystone Plastics - Reimb Increased Cost of Operations

**Tracking:** Recipient      Read  
Lewis, Susan K NAB02 Read: 11/8/2006 10:02 AM

Sue,

Keystone is renting from the same owner at the new site as it had at the old. The 2 leases are the same/contain the same clauses. Payment of the utilities, common area maintenance, attorney's fees, taxes, assessments, alarm charges and late fees are in addition to the monthly rent.

Unless you indicate otherwise, given the above I will email the owner at Keystone to advise him he is eligible to be reimbursed up to \$10,000 for this expense.

Mary

---

**From:** Lewis, Susan K NAB02  
**Sent:** Tuesday, November 07, 2006 3:00 PM  
**To:** Daly, Mary E NAB02  
**Subject:** RE: Keystone Plastics - Reimb Increased Cost of Operations

Unless there is a significant difference in square footage, we wouldn't need to consider it. We do need to know if the rent we are comparing is "apples to apples" - do either include utilities, etc. I just want to make sure we advise them of this potential benefit if it applies.

---

**From:** Daly, Mary E NAB02  
**Sent:** Tue 11/7/2006 2:56 PM  
**To:** Lewis, Susan K NAB02  
**Subject:** Keystone Plastics - Reimb Increased Cost of Operations

Sue,

How does that work - is it just the difference in the amount of rent? I have his 2 leases (each was/is for 2 yrs.) and there is a \$500/month difference in the rent, now \$4,000/was \$3,500. For 2 years that's \$12K, which we would cap at the \$10K. Is any other criteria considered, for instance what if Keystone has a larger space and how would I know that, or does that even matter if there was nothing else available and Keystone had to settle for that since they had to be out by 30 Nov 06.

Mary

11/15/2006



DEPARTMENT OF THE ARMY  
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS  
P. O. BOX 1715  
BALTIMORE, MD 21203-1715

November 15, 2006

Real Estate Division  
Special Projects Support Branch

Mr. Brian Naftal  
Keystone Plastics, Inc.  
3451 South Clinton Avenue  
South Plainfield, New Jersey 07080

Dear Mr. Naftal:

Enclosed please find U. S. Treasury Check No. 8736-01404240 in the amount of \$24,865 as full reimbursement for the moving services provided by Weighbridge Industries to Keystone Plastics, Inc. from 333 Hamilton Boulevard, South Plainfield, New Jersey to 1355 West Front Street, Plainfield, New Jersey, in connection with the Cornell-Dubilier Superfund Site. If you have any questions on the above or on other reimbursement issues regarding your relocation, please don't hesitate to contact Ms. Mary Daly at 410-962-5136.

Sincerely,

**SIGNED.**

Susan K. Lewis  
Environmental Program Manager  
Real Estate Division

Enclosure

DALY/CENAB-RE-C/5136 *no 11/15/06*  
LEWIS/CENAB-RE-S

Standard Form 1034  
Revised October 1987  
Department of the Treasury  
1 TRM 4-2000  
1034-121

**PUBLIC VOUCHER FOR PURCHASES AND  
SERVICES OTHER THAN PERSONAL**

VOUCHER NO.

11/14/06

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION

USAED, BALTIMORE, ATTN: CENAB-RE-C

Real Estate, 7th Floor  
City Crescent Building  
10 South Howard Street  
Baltimore, MD 21201

DATE VOUCHER PREPARED

November 7, 2006

SCHEDULE NO.

CONTRACT NUMBER AND DATE

PAID BY

REQUISITION NUMBER AND DATE

PAYEE'S  
NAME  
AND  
ADDRESS

Keystone Plastics, Inc.  
1355 W. Front St.  
Plainfield, New Jersey 07063

PLEASE FED EX CHECK TO DISTRICT NLT 14 Nov 2006

CERTIFIED

11/14/06  
DATE

DATE INVOICE RECEIVED

DISCOUNT TERMS

QUANTITY NUMBER

USA Corps of Engineers  
Finance Center  
5722 Integrity Drive  
Millington TN 38054-5005

Obli No

KEYSTONE

Delivery order

NA

Inv Ref No

MOVING EXP/333 HAMIL

Payment Date

11/14/2006

Pmt Method

TCHEC

B/L NUMBER

AMOUNT

(1)  
4,865.00

E1

KEYSTONE PLASTICS INC  
CO USACE CENAB-RE-C  
10 S HOWARD STREET  
BALTIMORE MD 21201

Pmt Amt 24865.00

Discount Amt .00

Interest Amt .00

3,865.00

Check/EFT no 1404240

Disb Station Symbol 8736

☐ PROGRESS  
☐ ADVANCE

TITLE

Environmental Program Manager, Real Estate Division

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

(DATE)

(Authorized Certifying Officer) 2

(Title)

ACCOUNTING CLASSIFICATION

9415FC

CHECK NUMBER

ON ACCOUNT OF U.S. TREASURY

CHECK NUMBER

ON (Name of bank)

CASH

PAYEE'S

PER

TITLE

**PRIVACY ACT STATEMENT**  
The information requested on this form is required under the provisions of 51 U.S.C. 52a and 52b, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

KEYSTONE

EI

N/A

REV 2.1.06 Reporting Report/Create/Update Screen 2.1.0

COMPANY	KEYSTONE	CORNELL - KEYSTONE PLASTICS
ST	1034	
DATE	09-NOV-2006	
DATE	09-NOV-2006	
DATE	09-NOV-2006	
DATE	16-NOV-2006	
AMOUNT		24865.00

NAME	MARY J	HOLLOBAUGH	BUDGET ANALYST
ADDRESS	PO BOX 1715	BALTIMORE	
STATE		MD	21203-1715
PHONE		410-962-4918	

COMPANY	CORNELL - KEYSTONE PLASTICS, INC. PRT 70	
AMOUNT	0	24865.00
AMOUNT	0	24865.00
AMOUNT	0	24865.00
AMOUNT		

NAME	HOLLOBAUGH
NAME	MARY J
COMPANY	CYNAB-INC
PHONE	410-962-4918

Please fed ex back.

Thanks  
Mary

RECEIVED  
FAX NOTE  
11/16/06 AM 2:18  
FAC  
NAND CENTER

Post-Box Note	Date 11/19/06	# of pages 2
To: Pharm	From: Hallberg	
Co./Dept	Co.	
Phone #	Phone #	
Fax # 901874-8731	Fax #	



Track Shipments  
Detailed Results [Quick Help](#)





Tracking number	853104313208	Delivered to	Receptionist/Front Desk
Signed for by	D.CUNNINGHAM	Service type	Priority Envelope
Ship date	Nov 15, 2006		
Delivery date	Nov 16, 2006 9:24 AM		
Status	Delivered		

Date/Time	Activity	Location	Details
Nov 16, 2006	9:24 AM	Delivered	
	8:55 AM	Departed FedEx location	NEWARK, NJ
	8:20 AM	On FedEx vehicle for delivery	EDISON, NJ
	7:22 AM	At local FedEx facility	EDISON, NJ
	6:22 AM	Arrived at FedEx location	NEWARK, NJ
	3:46 AM	Departed FedEx location	MEMPHIS, TN
Nov 15, 2006	8:52 PM	Left origin	LINTHICUM HEIGHTS, MD
	4:57 PM	Picked up	LINTHICUM HEIGHTS, MD

[Signature proof](#)[E-mail results](#)[Track more shipments](#)

## Subscribe to tracking updates (optional)

Your Name: Your E-mail Address: 

E-mail address	Language	Exception updates	Delivery updates
<input type="text"/>	English 	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English 	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English 	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English 	<input type="checkbox"/>	<input type="checkbox"/>

Select format: ☒ HTML ☐ Text ☐ Wireless

Add personal message:

Not available for Wireless or non-English characters.

By selecting this check box and the Submit button, I agree to these [Terms and Conditions](#)[Submit](#)

# FedEx® US Airbill

Express

FedEx  
Tracking  
Number

8531 0431 3208

**1 From** Please print and print hard.

Date 11/15/06 Sender's FedEx Account Number 1509-0182-0

Sender's Name RE-C Phone (410) 779-7916

Company US ARMY CORPS OF ENGINEERS

Address 10 S HOWARD ST FL 1

City BALTIMORE State MD ZIP 21201-2526

**2 Your Internal Billing Reference**

First 24 characters will appear on invoice.

OPTIONAL

**3 To**

Recipient's Name MR. BRAIN NAF/A/ Phone ( )

Company KEYSTON PLASTICS INC

Recipient's Address

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address 3451 SOUTH CLINTON AVE

To request a package be held at a specific FedEx location, print FedEx address here.

City SOUTH PLAINS Field State NJ ZIP 07080

**Try online shipping at fedex.com**

By using this Airbill you agree to the service conditions on the back of this Airbill and in our current Service Guide, including terms that limit our liability.

**Questions? Visit our Web site at fedex.com**  
or call 1.800.GoFedEx.1.800.463.3339.

0313638185

SPH42

Form  
ID No.

0215

Sender's Copy

**4a Express Package Service**

**Packages up to 150 lbs.**

\* To most locations

☒ **FedEx Priority Overnight**  
Next business morning\*

☐ **FedEx Standard Overnight**  
Next business afternoon\*

☐ **FedEx First Overnight**  
Earliest next business morning delivery to select locations\*

☐ **FedEx 2Day**  
Second business day\*

☐ **FedEx Express Saver**  
Third business day\*

FedEx Envelope rate not available. Minimum charge: One-pound rate.

**4b Express Freight Service**

**Packages over 150 lbs.**

\*\* To most locations

☐ **FedEx 1Day Freight\***  
Next business day\*\*

☐ **FedEx 2Day Freight\***  
Second business day\*\*

☐ **FedEx 3Day Freight\***  
Third business day\*\*

\* Call for Confirmation.

**5 Packaging**

\* Declared value limit \$500.

☒ **FedEx Envelope\***

☐ **FedEx Pak\***  
Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak

☐ **FedEx Box**

☐ **FedEx Tube**

☐ **Other**

**6 Special Handling**

Include FedEx address in Section 3.

☐ **SATURDAY Delivery**  
Available ONLY for FedEx Priority Overnight, FedEx 2Day, FedEx 1Day Freight, and FedEx 2Day Freight to select ZIP codes.

☐ **HOLD Weekday at FedEx Location**  
NOT Available for FedEx First Overnight

☐ **HOLD Saturday at FedEx Location**  
Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations

**Does this shipment contain dangerous goods?**

One box must be checked.

☐ **No**

☐ **Yes**  
As per attached Shipper's Declaration

☐ **Yes: Shipper's Declaration not required**

☐ **Dry Ice**  
Dry Ice, 6, UN 1845

☐ **Cargo Aircraft Only**

Dangerous goods (including Dry Ice) cannot be shipped in FedEx packaging.

**7 Payment Bill to:**

Enter FedEx Acct. No. or Credit Card No. below.

☒ **Sender**  
Acct. No. in Section 1 will be billed.

☐ **Recipient**

☐ **Third Party**

☐ **Credit Card**

☐ **Cash/Check**

FedEx Acct. No. 1509-0182-0

Exp. Date 11/15/06

**Total Packages** **Total Weight** **Total Declared Value\***

\$                      .00

\*Our liability is limited to \$100 unless you declare a higher value. See back for details.

FedEx Use Only

**8 Sign to Authorize Delivery Without a Signature**

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

SRS • Rev. Date 11/03 • Part #150279 • ©1994-2003 FedEx • PRINTED IN U.S.A.

466

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE.

11/15/06

CENAB-RE-C

Request for Overnight Mail Service

Mr. Brain Naftal		
RECIPIENT'S NAME	PHONE NUMBER	
Keyston Plastics, Inc.		
COMPANY NAME	SUITE OR ROOM NUMBER	
3451 South Clinton Avenue		
EXACT ADDRESS **NO P.O. BOXES**		
South Plainfield	New Jersey	07080
CITY	STATE	ZIP CODE

POC FOR THIS ACTION IS:

Mary Daly x 5136 Cubicle 7600-M

**Daly, Mary E NAB02**

---

**From:** Daly, Mary E NAB02  
**Sent:** Wednesday, November 15, 2006 8:28 AM  
**To:** 'Brian Naftal'  
**Subject:** RE: Relocation Benefits

Good Morning, Brian,

No problem - when you do receive it fax it along with your claim forms and send the original in the mail. I have already processed your claim for the move and expect to receive the check either today or tomorrow. If today, I will Fed -ex it to your attention at the new site - 1355 W. Front St., Plainfield, NJ 07063. Otherwise, I am out of the office tomorrow for meetings, and will send it out Friday. If there is a different address than the one above, please let me know.

Mary

---

**From:** Brian Naftal [mailto:bnaftal@usa.net]  
**Sent:** Tuesday, November 14, 2006 4:24 PM  
**To:** Daly, Mary E NAB02  
**Subject:** RE: Relocation Benefits

Dear Mary,

I am still waiting to get the copy of the lease. The people that we are renting from is an extremely unprofessional group. Please excuse the wait. I will hopefully have it by Friday. Would we be able to get a check for the first part of the move? We already laid out a lot of money.

Thank you,

Brian

-----Original Message-----

**From:** Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]  
**Sent:** Thursday, November 09, 2006 1:54 PM  
**To:** bnaftal@usa.net  
**Subject:** Relocation Benefits

Brian,

We want to advise you of a potential benefit under reestablishment expenses for which Keystone Plastics may be eligible for reimbursement. In accordance with the Uniform Relocation Assistance regulations, 49 CFR Part 24.304 (a)(6) Estimated increased costs of operation during the first 2 years at the replacement site for such items as lease or rental charges; personal or real property taxes; insurance premiums; and utility charges, excluding impact fees, payment not to exceed \$10,000, is one of the eligible reestablishment expenses.

Your leases indicate that you were paying \$3,500/month just for rent at the displacement site and are now paying \$4,000/month just for rent at the replacement site. In my review of the leases it appears we are comparing apples to apples, except for the \$500 difference in the rent. If that is the case and unless there is a significant difference in square footage, Keystone may be eligible for reimbursement up to \$10,000 for increased cost of operations.

To apply for this benefit you would need to submit the same claim form you did for the moving expense reimbursement. On Exhibit 6-13 fill in line item #5 Reestablishment Expenses.

If you have questions on this or need additional claim forms email or call me at 410-962-5136.

11/15/2006

**Daly, Mary E NAB02**

**From:** Brian Naftal [bnaftal@usa.net]  
**Sent:** Friday, November 10, 2006 7:38 AM  
**To:** Daly, Mary E NAB02  
**Subject:** RE: Relocation Benefits

Dear Mary,

Good morning and happy Friday. At your convenience could you call me at 908-295-8039.

Regards,

Brian

-----Original Message-----

**From:** Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]  
**Sent:** Thursday, November 09, 2006 1:54 PM  
**To:** bnaftal@usa.net  
**Subject:** Relocation Benefits

Brian,

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If you have questions on this or need additional claim forms email or call me at 410-962-5136.  
Mary

11/13/06

9:35 am

Spoke w/Brian. Advised him to send in the 2 forms required along with the signature page of the new lease. He will fax that info to me today/tomorrow. He indicated that the area rented may be about 1,000 sq. ft. larger than his previous place, but it's impossible to find the exact square footage in the market or a price they could afford.

11/13/2006

**Daly, Mary E NAB02**

---

**From:** Daly, Mary E NAB02  
**Sent:** Thursday, November 09, 2006 1:54 PM  
**To:** Brian Naftal (bnaftal@usa.net)  
**Subject:** Relocation Benefits

Brian,

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If you have questions on this or need additional claim forms email or call me at 410-962-5136.

Mary

## Daly, Mary E NAB02

---

**From:** Brian Naftal [bnaftal@usa.net]  
**Sent:** Wednesday, November 22, 2006 10:30 AM  
**To:** Daly, Mary E NAB02  
**Subject:** RE: Relocation Benefits

Good Morning and happy thanks giving,

I have received my copy of the signed lease. At your conveyance please give me a call a 908-295-8039 so I can make sure that my paper work is correct and we do this once. Thank you again for your help.

Regards,

Brian

-----Original Message-----

**From:** Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]  
**Sent:** Wednesday, November 15, 2006 8:28 AM  
**To:** Brian Naftal  
**Subject:** RE: Relocation Benefits

Good Morning, Brian,

No problem - when you do receive it fax it along with your claim forms and send the original in the mail. I have already processed your claim for the move and expect to receive the check either today or tomorrow. If today, I will Fed -ex it to your attention at the new site - 1355 W. Front St., Plainfield, NJ 07063. Otherwise, I am out of the office tomorrow for meetings, and will send it out Friday. If there is a different address than the one above, please let me know.

Mary

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**To:** Daly, Mary E NAB02  
**Subject:** RE: Relocation Benefits

Dear Mary,

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Thank you,

Brian

-----Original Message-----

**From:** Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]  
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**To:** bnaftal@usa.net  
**Subject:** Relocation Benefits

Brian,

We want to advise you of a potential benefit under reestablishment expenses for which Keystone Plastics may be eligible for reimbursement. In accordance with the Uniform Relocation Assistance regulations, 49 CFR Part 24.304(a)(6) Estimated increased costs of operation during the first 2 years at the replacement site for such items as lease or rental charges; personal or real property taxes; insurance premiums; and utility charges, excluding impact fees, payment not to exceed \$10,000, is one of the eligible reestablishment expenses.

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If you have questions on this or need additional claim forms email or call me at 410-962-5136.

Mary



## Daly, Mary E NAB02

---

**From:** Hollobaugh, Mary NAB02  
**Sent:** Wednesday, December 13, 2006 10:34 AM  
**To:** Daly, Mary E NAB02; Milligan, Chris NAB02  
**Subject:** RE: Check for Keystone Plastics (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

Mary & Chris,

I'm not sure what is going on with the check requests. I did the requests last week and sent them to Millington. I heard Monday from Mary C. that there were some changes in personnel at Millington last week or this week. I have to check it out and see if that is the problem. From what CEFMS is telling me, none of the checks I requested went out.

Chris - Haddon Storage did go out because it went directly to their office and I have that automatically set up in the system as a re-occurring payment.

>

---

>From: Daly, Mary E NAB02  
>Sent: Wednesday, December 13, 2006 10:20 AM  
>To: Hollobaugh, Mary NAB02  
>Subject: Check for Keystone Plastics

>

>Good Morning, Mary,

>

>Do you know/can you check what the status is on my check request for \$10,000 to Keystone Plastics? I had requested it on 29 Nov 06 and was expecting it on 7 Dec 06 but it has not yet come in.

>

>Thanks,

>

>Mary

>

>

>

>Classification: UNCLASSIFIED

>Caveats: NONE

PUBLIC VOUCHER FOR PURCHASES AND

SERVICES OTHER THAN PERSONAL

VOUCHER NO.

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION

USAED, BALTIMORE, ATTN: CENAB-RE-C

Real Estate, 7th Floor  
City Crescent Building  
10 South Howard Street  
Baltimore, MD 21201

DATE VOUCHER PREPARED

November 29, 2006

SCHEDULE NO.

CONTRACT NUMBER AND DATE

PAID BY

REQUISITION NUMBER AND DATE

PAYEE'S  
NAME  
AND  
ADDRESS

Keystone Plastics, Inc.  
3451 south Clinton Avenue  
South Plainfield, New Jersey 07080

PLEASE FED EX CHECK TO DISTRICT NLT 07 Dec 2006

DATE INVOICE RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NUMBER

SHIPPED FROM

TO

WEIGHT

GOVERNMENT B/L NUMBER

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT PRICE		AMOUNT (1)
				COST	PER	
		CORNELL-DUBILIER SUPERFUND SITE, PLAINFIELD, NEW JERSEY, Payment for Moving Expenses in connection with Relocation from 333 Hamilton Blvd, S. Plainfield, NJ  Owner: Keystone Plastics, Inc. Tax ID 221476437				\$10,000.00

(Use continuation sheet(s) if necessary)

(Payee must NOT use space below)

TOTAL \$10,000.00

PAYMENT

- ☐ PROVISIONAL  
☒ COMPLETE  
☐ PARTIAL  
☐ FINAL  
☐ PROGRESS  
☐ ADVANCE

APPROVED FOR

\$10,000.00

EXCHANGE RATE

= \$1.00

DIFFERENCES

BY 2

SUSAN K. LEWIS

TITLE

Environmental Program Manager, Real Estate Division

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

(DATE)

(Authorized Certifying Officer) 2

(Title)

ACCOUNTING CLASSIFICATION

9415FC

PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER	ON (Name of bank)
	CASH		PAYEE 3	

- 1 When stated in foreign currency, insert name of currency.  
2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title.  
3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, "Secretary," or "Treasurer," as the case may be.

PER

TITLE

Previous edition usable

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

**DETERMINATION OF RELOCATION BENEFITS DUE APPLICANT**

PROJECT: Cornell-Dubilier Superfund Site

Date Processed: 29 Nov 2006

NAME OF APPLICANT(s):  
Keystone Plastics, Inc.

MAIL CHECK TO:  
3451 South Clinton Ave.  
South Plainfield, NJ 07080

APPLICATION NUMBER

REMIS No.: )

TRACT NUMBER

The following is a determination of relocation benefits due the above applicant under Public Law 91-646:

**1. RESIDENTIAL MOVING EXPENSES**

a. Fixed Payment (or)..... \$ \_\_\_\_\_

b. Actual Reasonable Expenses..... \$ \_\_\_\_\_

**2. NONRESIDENTIAL MOVING EXPENSES (Business ☒ ; Farm ☐ ; NonProfit ☐ )**

a. Fixed Payment (or)..... \$ \_\_\_\_\_

b. Actual Reasonable Expenses..... \$ \_\_\_\_\_

(1) Moving Expenses..... \$ 24,865 (paid)

(2) Storage Expenses..... \$ \_\_\_\_\_

(3) Direct Loss..... \$ \_\_\_\_\_

(4) Search Expenses..... \$ \_\_\_\_\_

(5) Reestablishment Expenses..... \$ 10,000

**TOTAL** ..... \$ 10,000

**3. REPLACEMENT HOUSING,**

a. Housing Differential..... \$ 0

**HOMEOWNERS:**

b. Increased Interest..... \$ \_\_\_\_\_

c. Closing Costs..... \$ \_\_\_\_\_

**TOTAL (Sum of a thru c, as they apply).....** \$ \_\_\_\_\_

**4. REPLACEMENT HOUSING,**

**TENANTS**

a. Supplemental Rental Payment.... \$ \_\_\_\_\_

b. Down Payment..... \$ \_\_\_\_\_

**TOTAL (Sum of a or b, as applied).....** \$ \_\_\_\_\_

**5. INCIDENTAL EXPENSES:**

a. Recording Fee..... \$ \_\_\_\_\_

b. Transfer Taxes..... \$ \_\_\_\_\_

c. Prepayment Costs..... \$ \_\_\_\_\_

d. Prorated Real Estate Taxes..... \$ \_\_\_\_\_

**TOTAL (Sum of a thru d, as they apply).....** \$ \_\_\_\_\_

**6. Sum approved for immediate payment.....** \$ 10,000

**REMARKS:**

Date:

NAME AND TITLE of APPROVING OFFICIAL:

SUSAN K. LEWIS  
Environmental Program Manager

SIGNATURE

*Susan K. Lewis* 11/30/06

## RELOCATION DATA WORKSHEET

## PART I - PROSPECTIVE APPLICANT DATA

PROJECT Cornell-Dubilier Electronics Superfund Site	RELOCATION ASSISTANCE REPRESENTATIVE Mary Daly	APPLICATION/REMIS NUMBER	
PROSPECTIVE APPLICANT(S)		ANY OTHERS APPLICABLE	
NAME: Keystone Plastics Inc AGE: ADDRESS: 333 Hamilton Blvd. S. Plainfield, NJ 07080 PHONE: (H) (W) 908-561-1300		NAME	RELATIONSHIP
			SEX & AGE

## PART II - PROPERTY ACQUISITION DATA

TRACT NO.	BRIEF DESCRIPTION OF PROPERTY ACQUIRED: N/A			
DATE NEGOTIATIONS INITIATED	INFO BROCHURE FURNISHED [X] YES [ ] NO	DATE OFFER SIGNED	DATE OFFER ACCEPTED	DATE POSSESSION REQUIRED 30 November 2006

## ELIGIBILITY:

[ ] 180-DAY OWNER/OCC [ ] 90-DAY OWNER/OCC [ ] 90-DAY TENANT [X] BUSINESS/FARM/NON-PROFIT  
[ ] MH/LAND OWNER [ ] MH OWNER/LAND TENANT [ ] NON-OCCUPANT OWNER [ ] OTHER

## INTEREST HELD BY APPLICANT:

[ ] OWNER [X] TENANT (AMOUNT OF RENT PAID: \$3,500/MO.) DATE OCCUPANCY AGMT SIGNED: 10/01/05

INTEREST ACQUIRED BY GOVERNMENT: [ ] FEE [ ] EASEMENT [ ] LEASE

SALVAGE RETAINED: [ ] YES [ ] NO	IF YES, DESCRIBE SALVAGE TO BE RETAINED AND AMOUNT:			
APPRAISED VALUE	DWELLING/HOMESITE BREAKOUT	DT TRACT ACQUIRED	ACQUISITION AMOUNT	DT COMPARABLE HSG APPROVED/AMOUNT

APPLICANT RESIDES ON PROPERTY:  
[ ] YES [X] NO IF NO, EXPLAIN:  
Applicant operates a business on the site.

DWELLING OCCUPIED	DATE	NATURE OF BUSINESS ACQUIRED (DESCRIBE): [ ] PROFIT [ ] NON-PROFIT [ ] FARM
BUSINESS/FARM/NPO COMMENCED	10/01/05	
STRUCTURE VACATED	28 Oct 2006	BUSINESS PLANS TO RE-ESTABLISH: [X] YES [ ] NO

RELOCATIONS ASSISTANCE BENEFITS DISCUSSED WITH DISPLACEE(S)	RESIDENTIAL: [ ] MOVE TYPES [ ] HOUSING DIFFERENTIAL [ ] CLOSING COSTS [ ] RECONNECTION FEES [ ] PURCHASE AGREEMENT [ ] DEED	BUSINESS/NON-PROFIT/FARM: [ ] IN LIEU OF [ ] ACTUAL MOVE [X] RE-ESTABLISHMENT [ ] LICENSE VERIFICATION [ ] BUSINESS NAME/TYPE [ ] OWNERSHIP TYPE [ ] TAX FORMS [ ] FINANCES
DATE 8/2/06	[ ] OTHER (i.e. TENANT BENEFITS)	

DISPLACEE QUESTIONS	REMIS WORK ITEM NUMBER:
INTERVIEW NOTES	

I (we) hereby attest that the information contained in this Relocation Data Worksheet is correct.

DISPLACEE(S) SIGNATURE:

*Brian H. H. H.*

DATE:

11-29-06

TRACT NO.		PART III - PROPERTY TO BE RELOCATED	
		BRIEF DESCRIPTION (attach inventory if necessary)	
HOUSEHOLD FURNISHINGS			
BUSINESS EQUIPMENT & FIXTURES		Machinery and Raw Materials	
FARM EQUIPMENT			
LIVESTOCK			
NON-PROFIT ORGANIZATION PROPERTY			
MISCELLANEOUS (EXPLAIN)			
SITE OF PROPOSED RELOCATION: 1355 W. Front St., Plainfield, NJ		DISTANCE	
PART IV - REMARKS			
Investigation by an authorized representative of the <del>Washington</del> District, Corps of Engineers, has established: <u>BALTIMORE</u>			
Date Occupied: <input checked="" type="checkbox"/> Replacement Dwelling; <input checked="" type="checkbox"/> Business; <input type="checkbox"/> Farm; <input type="checkbox"/> NP Site: <input type="checkbox"/>			
Address of Replacement Site: <u>1355 W. Front St., Plainfield, NJ</u>			
Date Replacement Site Obtained: <u>10-Oct 06</u> Amount Paid to Purchase Replacement Site: <u>\$ 48,000/yr</u>			
Date DSS Inspection Performed on Replacement Site: <input type="checkbox"/> Meets DSS Requirements? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Replacement Site Located Out of Floodplain: <input type="checkbox"/> YES <input type="checkbox"/> NO -- If NO, is habitable area built above the '77 & 100 year floodplain? <input type="checkbox"/> YES <input type="checkbox"/> NO			
If acquisition was a business or farm, did the acquisition amount include payment for a dwelling unit? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
Amount spent for rehabilitation, if necessary, on purchase of replacement dwelling to make it comparable, decent, safe, and sanitary: \$ <u>                    </u>			
Duplication <input type="checkbox"/> will or <input checked="" type="checkbox"/> will not result from allowance of application.			
Applicant moved from tract as a result of acquisition of the tract by the Government for the <u>CORNELL WHARF</u> Project, or as a result of a written order from the Government to vacate said tract, dated: <u>                    </u>			
Recommendations as to each item in the application and factual information to support the recommendations are attached.			
RECOMMENDATIONS: Applicant(s) is/are being displaced for project purposes and is/are requesting the following relocation benefits:			
IAW 524. 304(a)(6)(i) 49 CFR. Estimated increased costs of operation during the first 2 years at the replacement site for lease/rental charges.			
FUTURE APPLICATIONS:			
ATTACHMENTS:		PREVIOUS PAYMENTS & AMOUNT: \$24,865 - commercial move	
		TOTAL PAID: \$34,865	
APPLICANT(S) LEGALLY RESIDE IN THE UNITED STATES <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
DATE <u>11/29/06</u>	NAME AND TITLE <u>Mary Daly, Realty Specialist</u>	SIGNATURE OF RELOCATION ADVISOR: <u>Mary Daly</u>	

**Claim for Actual Reasonable  
Moving and Related Expenses  
Businesses, Nonprofit Organizations  
and Farm Operations**

**U. S. Army Corps of Engineers**

See Page 3 for Privacy Act Statement  
before completing this form

**AGENCY NAME** U.S. Army Corps of Engineers **PROJECT NAME** Cornell-Dubilier Superfund Site **TRACT NUMBER** N/A

**NAME UNDER WHICH** **NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING**  
**CLAIMANT CONDUCTS OPERATIONS:** **CLAIM ON BEHALF OF CLAIMANT:**

Keystone Plastics

<b>Address From Which Claimant Moved:</b> 333 Hm. 1st Blvd S.P. NJ	<b>Address To Which Claimant Moved:</b> 1355 W. Front St Plainfield NJ
<b>Date First Occupied Property:</b>	<b>Date Move Started:</b> 10-29-06
	<b>Date Move Completed:</b> 10-30-06

**TYPE OF OPERATION:** ☒ Business ☐ Nonprofit Organization ☐ Farm Operation  
**TYPE OF OWNERSHIP:** ☐ Sole Proprietorship ☒ Corporation ☐ Partnership ☐ Nonprofit Organization  
**IS THIS A FINAL CLAIM?** ☐ YES ☐ NO (If "No", attach an explanation)  
**DOES CLAIMANT INTEND TO REESTABLISH?** ☒ YES ☐ NO

**COMPUTATION OF PAYMENT:**

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$	\$
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$ 10,000	\$ 10,000
(6) Other (attach explanation)	\$	\$
(7) Total Amount Claimed	\$	\$
(8) Amount Previously Received (if any)	\$	\$
(9) Amount Requested	\$ 10,000	\$ 10,000

**Certification of Eligibility for Relocation Payments and Services:** To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either **Unincorporated** or **Incorporated**:

☐ **Unincorporated Businesses, Farms, or Nonprofit Organizations:**

The business, nonprofit organization, or farm, commonly known as \_\_\_\_\_ occupies the property at \_\_\_\_\_

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, \_\_\_\_\_, as \_\_\_\_\_ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States:

Signature and Date

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest)

☒ **Incorporated Businesses, Farms, or Nonprofit Organizations:**

The business, nonprofit organization, or farm, commonly known as Keystone Plastics occupies the property at 3451 S. Clinton Ave South Plainfield NJ  
07050

I hereby certify that the corporation listed above is authorized to conduct business in the United States:

Brian 11-27-06 Manager  
Signature and Date Title

**Supporting Data for Storage Cost:**

IS THIS A FINAL CLAIM FOR STORAGE? [ ] YES [ ] NO  
 DATE MOVED TO STORAGE: \_\_\_\_\_ DATE MOVED FROM STORAGE: \_\_\_\_\_  
 NAME & ADDRESS OF STORAGE COMPANY: \_\_\_\_\_

Should Payment Be Made Directly to Storage Company: [ ] YES [ ] NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached):

**Determination of Reasonable Amount of Search Expenses:**

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours ( ) x hrly earnings rate (\$ ) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

**Payment for Actual Direct Loss of Personal Property and Substitute Personal Property:** List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Identify Personal Property for Which Payment for Actual Direct Loss is Requested	Fair Market Value for Continued Use at Present Location	Proceeds From Sale	Value Not Recovered By Sale (b) minus (c)	Estimated Cost of Moving Old Property - Agency enter	Amount Claimed (Lesser of (d) or (e))	For Agency Use Only
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$

PART 2	(a)	(b)	(c)	(d)		(e)
	Identify Substitute Property for Which Payment is Requested	Actual Cost of Substitute Property Delivered and Installed at New Location	Proceeds From Sale or Trade-In of Property That Was Replaced	Net Cost of Substitute Personal Property (b) minus (c)		For Agency Use Only
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
<b>TOTAL (Add all entries in Parts 1 and 2)</b>					\$	\$
<b>Cost of Effort to Sell Property</b>					\$	\$
<b>Total Amount Claimed (Add lines 1 &amp; 2. Enter on Line 4 of Page 1-Computation)</b>					\$	\$

**Claimant's Release of Personal Property:** I/We release to the Agency ownership of all personal property remaining on the real property.

Signature

Date

**Determination of Reestablishment Expenses:** (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
RENT INCREASE				\$	\$ 10,000
				\$	\$
				\$	\$
				\$	\$
<b>TOTAL COSTS</b> (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$ 10,000

**Eligible Moving and Related Expenses:**

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

**Eligible Reestablishment Expenses:**

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance).

**Ineligible Expenses:**

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

**Privacy Act Notice:** This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

**Certification By Claimant(s):** I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

**SIGNATURE OF CLAIMANT(S) & DATE:**

**NAME & TITLE (Type or Print)**

Brian Naftel 11-27-06 Brian Naftel Manager

**TO BE COMPLETED BY AGENCY:**

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$ 10,000. -	Mary Daly	Mary Daly	11/29/06
Approved	\$ 10,000	Susan K Lewis	SUSAN K LEWIS	11/30/06



# **INDEX TO LEASE** **BETWEEN**

**DSC OF NEWARK ENTERPRISES, INC. AND KEYSTONE PLASTICS CORPORATION**

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**THIS AGREEMENT**, between DSC OF NEWARK ENTERPRISES, INC., a Delaware Corporation, having a mailing address at 70 Blanchard Street, in the City of Newark, and the County of Essex and the State of New Jersey, 07105, as Landlord, and Keystone Plastics Corporation, a New York corporation, having a mailing address 3451 South Clinton Ave., South Plainfield, NJ 07080 as Tenant;

**WITNESSETH:** The Landlord has let unto the Tenant and the Tenant has hired from the Landlord, the following premises: Building # 8, <sup>ground floor</sup> as designated by Landlord, 1355 West Front St., Plainfield, New Jersey commonly referred to as Plainfield Industrial Park for the term of two (2) years to commence from the fifteenth day of October, 2006 and to end on the 14<sup>th</sup> day of October, 2008 to be used and occupied only for warehouse and distribution of street cleaning brushes and other related non-hazardous uses, upon the condition and covenants following:

#### **ARTICLE 1: PAYMENT OF RENT**

The Tenant covenants and agrees to pay to the Landlord, the rent in the following manner: \$48,000.00 (forty eight thousand dollars) annually, payable \$4,000.00 on the execution and delivery of this Agreement in payment of the first month's rent, and \$4,000.00 on the fifteenth day of each and every month thereafter, payable without demand.

#### **ARTICLE 2: REPAIRS AND CARE**

The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs other than roof repairs and structural repairs which are not made necessary by any use or misuse of the Tenant, its employees, agents, and invitees, and at the end or their expiration of the term, shall deliver the rented premises in good order and condition, damages by the elements excepted.

#### **ARTICLE 3: COMPLIANCE WITH LAWS, ETC.**

The Tenant shall promptly comply with all laws, ordinances, rules, directives, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to the leased premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with the leased premises during the term of the lease; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

#### **ARTICLE 4: FAILURE TO COMPLY WITH LAWS, ETC.**

In case the Tenant shall fail or neglect to comply with these statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's agents may enter and make the repairs and comply with any and all of the statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

#### **ARTICLE 5: ASSIGNMENT**

The Tenant shall not assign this lease, or sublet or sublease the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any purpose deemed disreputable or extra hazardous on account of fire, under penalty of damages and forfeiture.

#### **ARTICLE 6: ALTERATIONS, IMPROVEMENTS**

No alterations, additions, or improvements shall be made in or attached to the leased premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.

## ARTICLE 7: FIRE AND OTHER CASUALTY

In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance and other causes beyond Landlord's control.

## ARTICLE 8: INSPECTION AND REPAIR

Tenant agrees that the Landlord and Landlord's Agents, and other representatives, shall have the right to enter the premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations as may be necessary for the safety and preservation thereof; but Landlord shall not be obligated to make such inspections.

## ARTICLE 9: RIGHT TO EXHIBIT

The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of the premises, or any part thereof, offering the premises, "To Let" or "For Sale", and the Tenant hereby agrees to permit the signs to remain on the premises without hindrance or molestation.

## ARTICLE 10: VACANCY OR EVICTION

If the premises, or any part thereof, shall become vacant during the term, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor; and re-let the premises as the Agent of the Tenant and receive the rent, applying the same, first to the payment of such expenses as the Landlord may have to in re-entering and then to the payment of the rent due by Tenant; Tenant shall remain liable in advance for the entire deficiency to be realized during the term of re-letting.

## ARTICLE 11: REPAIRS OF DAMAGES

Landlord may replace, at the expense of Tenant, any and all broken glass in and about the premises. Landlord may insure, and keep insured, all plate glass in the premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by the Landlord to Tenant at such time as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the premises, caused by the carelessness, negligence or improper conduct on the part of the Tenant or the Tenant's Agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

## ARTICLE 12: SIDEWALKS, DRIVEWAYS, YARDS, ETC.

The Tenant shall neither encumber, nor obstruct the sidewalks, driveways, yards and grounds, entrance to or halls and stairs of the building, nor allow same to be obstructed or encumbered in any manner.

## ARTICLE 13: SIGNS

The Tenant shall neither place, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever, including a real estate brokerage sign, at, in or about the entrance to the premises nor any other part of same except in or at such place or places as may be indicated by the said Landlord or Landlord's representatives. If the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or about the premises or the building wherein the sign is situated, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.

#### ARTICLE 14: NON-LIABILITY OF LANDLORD

It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, fire, ice or snow, or any leak or flow from or into any part of the building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

#### ARTICLE 15: DEFAULT OF ANY COVENANTS

If default be made in any of the covenants of this agreement, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, repossess and enjoy.

#### ARTICLE 16: PRIORITY OF MORTGAGE

That this lease shall not be a lien against these premises in respect to any mortgages that are now on or that hereafter may be placed against premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable further to effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of canceling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

#### ARTICLE 17: SECURITY

The Tenant will deposit with the Landlord the sum of \$8,000.00\* as security on execution of leases, for the full and faithful performance by the Tenant of all of the terms and conditions of Tenant's part to be performed, which sum shall be returned to the Tenant without interest after the time fixed as the expiration of the lease term, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on the Tenant's part to be performed. In the event of a bonafide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

\*Represents two months rent. The deposit at no time will be less than two months rent during the term or for any renewals, options, extensions, or expansions.

#### ARTICLE 18: SECURITY DEPOSIT MORTGAGED, ASSIGNED, ETC.

The security deposit under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

#### ARTICLE 19: FIRE INSURANCE

It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Tenant three days' notice in writing of Landlord's intention so to do and giving of such notice, this lease and the term thereof shall terminate and come to an end.

#### ARTICLE 20: REMEDIES TENANT'S DEFAULT

Subject to Paragraph 25, it is expressly understood and agreed that in case the premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or any and all their Departments and Bureaus, applicable to the premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt, or make an assignment for the benefit

of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to Tenant five days' notice in writing of the Landlord's intention to do so, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the new date were the date originally fixed in this lease for its expiration. Such notice may be given by mail to the Tenant addressed to the leased premises. All notices required to be given to the Tenant may be given by mail addressed to the Tenant at the demised premises.

#### ARTICLE 21: MISCELLANEOUS ADDITIONAL CHARGES

The Tenant shall pay to the Landlord the rent or charge, which may, during the lease term, be assessed or imposed for the water used or consumed in or on the premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed [applicable to sewage disposal and fire line charges, if any], and will also pay the expenses for the setting of a water meter in the premises should the latter be required. If such rent or charges or expenses are not so paid, the same shall be added to the next month's rent thereafter to become due.

#### ARTICLE 22: CREATION OF FIRE HAZARDS

The Tenant will not nor will the Tenant permit under tenant or other persons to do anything in the premises, or permit anything to be brought into the premises or to be kept therein, which will in any way increase the rate of fire insurance on the premises, nor use the premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on the building, and the Tenant agrees to pay on demand any such increase.

#### ARTICLE 23: REMOVAL OF TENANT'S PROPERTY

If after default in payment of rent or violation of any other provision of this lease, or the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such default, removal, expiration of lease, or vacates the premises prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the Tenant and shall become the property of the Landlord.

#### ARTICLE 24: NON-WAIVER BY LANDLORD

The failure of the Landlord to insist strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver of relinquishment for the future of any such covenant, condition or option, but the same shall be and remain in full force and effect.

#### ARTICLE 25: TENANT'S CONTINUED LIABILITY

In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term; such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained, or at the Landlord's option, in advance for the entire deficiency to be realized during the term of re-letting.

#### ARTICLE 26: EMINENT DOMAIN

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of the lease. No part of any award shall belong to the tenant.

#### ARTICLE 27: TENANT OBLIGATION TO PAY RENT

This lease and the obligation of Tenant to pay rent and perform all of the other covenants and agreements on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or by strikes, accidents, or by any circumstances or causes beyond the Landlord's control.

#### ARTICLE 28: DELAY IN OCCUPANCY

Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of that premises are not ready for occupancy, or because a prior Tenant is wrongfully holding over or any other person is wrongfully in possession or because of any other reason; in such event the rent shall not commence until possession is given or is available, but the term of the lease shall not be extended.

#### ARTICLE 29: SUBORDINATION OF LEASE

This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which the premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord further to effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

#### ARTICLE 30: WARRANTY AS TO BROKER

Tenant represents and warrants to Landlord that no broker was responsible in bringing about this agreement of lease and Landlord relies upon this representation.

#### ARTICLE 31: UTILITIES

No utilities or services are to be provided by Landlord other than those specifically set forth in this agreement. Electric current for any heater or sprinkler system apparatus, door motors, lighting and exit signs in common adjoining area (if any) is to be supplied and paid for by the Tenant.

#### ARTICLE 32: ACCESS TO PREMISES

Access to premises is to be in common with other occupants of the buildings on the property subject to Landlord's rules and regulations thereon from time to time.

#### ARTICLE 33: ATTORNEY'S FEES

The Tenant agrees to pay as additional rent, all attorney's fees at the rate of \$150.00 per hour and other expenses, including but not limited to Landlord's employees time at the rate of \$40.00 per hour per individual with a minimum of \$100.00 per court appearance for each individual all as incurred by the Landlord in enforcing any of the Tenant's obligations under this lease.

#### ARTICLE 34: INCREASE OF TAXES

Should the total taxes levied on Landlord's said property increase during the term of this lease or any renewed term thereof, over taxes for 2005 then Tenant agrees to pay increase in taxes as additional rent. Such increase shall be computed and determined on the basis of the proportion which the square foot area of the demised premises bears to the total building square foot area of Landlord's property available for leasing. Such amount shall be paid within five (5) days after demand therefor by Landlord and shall be collectible as part of rent. In the event a reduction of the Landlord's property available for rental occurs for any reason after the base year, the computation of the charges due under this lease will be based on an assessment that will not reflect the reduction of property, nor will the Tenant's percentage of space rise as a result of the diminution. The taxes for the year during and following any reduction of rentable area will be

considered to be the assessment, without the reduction (if any) due to the diminution of the property, multiplied by the applicable tax rate.

#### ARTICLE 35: BREACH OF COVENANT

Tenant agrees to use the premises and to conduct its business in such a manner that it will not create a nuisance or disturbance to other Tenants or occupants. Tenant agrees that it will not keep any dogs on the leased premises, that no objectionable or harmful fumes, smoke, objectionable noise, dust, dirt, gas, vapor, or odor of any kind shall emanate outside of the demised premises, that no corrosion of metal or other deterioration of any form of Landlord's property shall occur to the interior or exterior of the Landlord's property as a result of the Tenant's occupancy. Should Tenant violate any provisions of this paragraph, the Landlord may, if he so elects, give Tenant ten days notice of his intention to terminate this lease and/or any renewed term thereof for breach of covenant. In that event this lease and/or any renewed term thereof, shall terminate on the date of expiration of the notice, and Tenant agrees to vacate and surrender the premises to Landlord on that date, but Tenant shall remain liable for payment of rent until the reletting of the premises or if after reasonable effort to relet the premises, until the original termination date of this lease, or until the date of expiration of any renewed term thereof, notwithstanding such earlier termination. Such notice shall be deemed sufficient if addressed to Tenant at the demised premises and mailed by Registered or Certified Mail. A qualified Chemical Engineer of Landlord's choice shall be sole judge as to whether fumes, etc., emanate outside of the demised premises, and if so, whether they are of an objectionable or harmful nature, or as to whether corrosion, or other forms of deterioration of Landlord's property, as a result of Tenant's occupancy is taking place.

#### ARTICLE 36: DAMAGE TO PREMISES

The Tenant shall occupy the demised premises and operate its business and work in a manner as not to damage the premises nor any of its facilities or installation. Should any damage of any kind or size take place, because of Tenant's operation or negligence, except normal wear and tear, Tenant shall forthwith diligently repair or replace with the same or a similar quality as before such damage or loss occurred, and any failure to do so will be considered a default of this lease.

#### ARTICLE 37: LIABILITY INSURANCE

The Tenant at Tenant's own cost and expense shall obtain or provide and keep in full force for the benefit of the Landlord during the term of this lease, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased premises, for injuries to any person or persons, for limits of not less than \$1,000,000.00 for injuries in any one accident or occurrence, and for loss or damage to the property of any person or persons for not less than \$500,000.00. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and shall be delivered to the Landlord, together with the evidence of payment of premiums therefor, not less than fifteen days prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal or replacement policy with proof of the payment of the premium therefor. The Tenant also agrees and shall have, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, and for any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business.

#### ARTICLE 38: TELEGRAPH SERVICE CHARGE

The Tenant, in addition to other obligations stipulated herein, shall pay to Landlord as rent, within ten (10) days after presentation of bill, a sprinkler alarm service charge. This service provides central station supervision over building water flow for fire protection purposes. Tenant will pay to the Landlord the monthly sum of \$125.00. This charge will be subject to adjustment in the event the telegraph company

increases or decreases its charges to Landlord, and/or on a pro rata basis the square footage demised hereunder increases or decreases. Under no circumstances will the Landlord be held liable for the acts or negligence of the telegraph company. The Landlord shall have the right to terminate the service provided for in this paragraph at any time upon sixty (60) days notice to Tenant.

#### ARTICLE 39: LOSS OR DAMAGE CAUSED BY FIRE OR ANY OTHER RISK

Notwithstanding anything to the contrary contained herein, Landlord shall not be liable to Tenant or any insurance carrier for any loss or damage caused by fire, water or any other risk insured against by fire, standard extended coverage and malicious mischief and vandalism insurance, in force at the time of such loss or damage.

#### ARTICLE 40: LANDLORD'S OPTIONS

If the Tenant shall fail or refuse to comply with and perform any conditions and covenants of the within lease, the Landlord may, if the Landlord so elects, carry out and perform such conditions and covenants, at the cost and expense of the Tenant, and the cost and expense shall be payable on demand or, at the option of the Landlord, shall be added to the installment of rent due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this lease contained.

#### ARTICLE 41: EXAMINATION OF PREMISES

The Tenant agrees that he has examined the premises and is familiar with their condition and that the Tenant is leasing the premises in their present condition, except as herein otherwise provided. The Tenant agrees that the Landlord has made no representations or promises with respect to the premises except as herein set forth.

#### ARTICLE 42: LATE FEES

Without prejudice to any other right of the Landlord under this lease, Landlord shall have the right to charge a late fee for rent and other charges paid later than five (5) days after their due date, which fee shall be five percent (5%) per month of the unpaid rent and other charges.

#### ARTICLE 43: UNFORESEEN TAXES

In the event any tax is levied by any governmental body, at any time during the term of the Tenant's occupancy, and in connection therewith, which is not contemplated by the parties, the obligation and payment therefor shall be borne by the Tenant, regardless of the method of collection or upon whom the tax is levied.

#### ARTICLE 44: HEAT

The Tenant will keep the premises sufficiently heated at all times, at his own cost and expense, to prevent freezing, water and steam damage to all sprinkler, plumbing, heating, and all other building utilities, equipment and realty.

#### ARTICLE 45: MINIMUM RENT

Tenant shall pay Landlord as minimum rent for the premises the sum stated in Article 1. In addition to the minimum rent, Tenant shall also pay to Landlord as additional rent those items set forth in Articles 21, 31, 33, 34, 37, 38, 42, 43: utilities, common area maintenance, attorney's fees, taxes and assessments, insurance, alarm charges and late fees.

#### ARTICLE 46: ISRA

(a) Tenant shall, at Tenant's own expense, comply with the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. and the regulations promulgated thereunder (hereinafter referred to as "ISRA"). Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all



requirements of the Bureau of Industrial Site Evaluation (hereinafter referred to as "The Bureau") of the State of New Jersey Department of Environmental Protection and Energy (hereinafter referred to as the "NJDEPE"). Should the Bureau or any other division of NJDEPE determine that a clean-up plan be prepared and that a clean-up be undertaken because of any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. Tenant's obligations under this paragraph shall arise if there is any closing, termination or transferring of operations of an industrial establishment at the premises pursuant to ISRA. In the event that the Tenant is not deemed a covered "industrial establishment," then in that event, at no expense to Landlord, the Tenant shall promptly obtain a letter of nonapplicability from the NJDEPE and submit it to the Landlord. Tenant shall indemnify, defend and save harmless Landlord from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges or hazardous substances or wastes at the premises which occur during the term of this Lease; and from all fines, suits, procedures, claims, and actions of any kind arising out of Tenant's failure to provide all information, make all submissions, and take all actions required by the ISRA Bureau or any other division of NJDEPE. Tenant's obligations and liabilities under this paragraph shall continue so long as Landlord is held responsible by any governmental authority for any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease. Tenant's failure to abide by the terms of this paragraph shall be restrainable by injunction.

(b) The Tenant's obligation to pay rent shall continue until such time as the Tenant obtains and delivers to the Landlord, a negative declaration or letter on nonapplicability as defined in the New Jersey Industrial Site Recovery Act, or such other proof, reasonably satisfactory to the Landlord, that the demised premises may be sold without violation of the New Jersey Industrial Site Recovery Act.

(c) Tenant's SIC number is 3991.

#### ARTICLE 47: LANDLORD'S SIGNATURE

This agreement is not binding unless approved in writing by an authorized representative of the Landlord. The Tenant on paying the yearly rent, and performing the covenants under the lease, shall and may peacefully and quietly have, hold and enjoy the premises for the term of the lease, provided, however, that this covenant is subject to Landlord retaining title to the premises. The covenants and agreements contained in this lease are binding on the parties and their respective successors, heirs, executors, administrators and assigns. The words used in the singular shall include words in the plural where the text of this instrument so requires.

IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, this Oct day of 3, 2006.

SIGNED, SEALED AND DELIVERED in the presence of:

**ATTEST:**

**BY:**

DSC OF NEWARK ENTERPRISES, INC.

  
Anthony A. Coraci, President

**ATTEST:**

**BY:**

KEYSTONE PLASTICS CORPORATION

  
Marvin A. Marfa, President

## ADDENDUM TO LEASE

TENANTS: Keystone Plastics Inc.

LANDLORD: DSC of Newark Enterprises, Inc.

PREMISES: 333 Hamilton Blvd Bldg 8, S. Plainfield, NJ

LEASE DATED: 10/ /2005

1. This Addendum modifies the above lease entered into between the parties. Wherever the documents may be in conflict this addendum shall prevail.

2. The tenant is not responsible for any maintenance or repairs on the premises except for damage or repairs caused or necessitated by the tenant. The tenant with a representative of the landlord will "walk" the premises and execute a memoranda generally describing the condition of the premises and the premises will be delivered up by the tenant in the same general condition save normal wear and tear at the end of the lease term.

3. The lease will run from October 15, 2005 to October 15, 2006.

4. At the time of the lease signing the tenant will pay \$10,500.00. Same will consist of the first months rent and two month security deposit.

5. Tenant is not responsible for any added rent or other landlord charges beyond the monthly rent of \$3,500.00 (not including utilities; sprinkler alarm charge, late charges). There will be no personal guaranty on the lease.

6. Tenant EIN#22-1476437 and SIC at this site 4225.

7. Any brokerage fee due Resource Realty shall be paid by the Landlord.

8. Landlord represents the sprinkler system serving the premises is in proper working order.

The above Addendum is approved by:

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# INDEX TO LEASE

## BETWEEN

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**THIS AGREEMENT**, between **DSC OF NEWARK ENTERPRISES, INC.**, a Delaware Corporation, having a mailing address at 70 Blanchard Street, in the City of Newark, and the County of Essex and the State of New Jersey, 07105, as Landlord, and **Keystone Plastics Corporation**, a New York corporation, having a mailing address 3451 South Clinton Ave., South Plainfield, NJ 07080 as Tenant;

**WITNESSETH:** The Landlord has let unto the Tenant and the Tenant has hired from the Landlord, the following premises: Building # 5, as designated by Landlord, 333 Hamilton Blvd, South Plainfield, New Jersey commonly referred to as Hamilton Industrial Park for the term of one (1) year to commence from the first day of October, 2005 and to end on the 30<sup>th</sup> day of September, 2006 to be used and occupied only for warehouse and distribution of street cleaning brushes and other related non-hazardous uses, upon the condition and covenants following:

#### ARTICLE 1: PAYMENT OF RENT

The Tenant covenants and agrees to pay to the Landlord, the rent in the following manner: \$42,000.00 (forty two thousand dollars) annually, payable \$3,500.00 on the execution and delivery of this Agreement in payment of the first month's rent, and \$3,500.00 on the first day of each and every month thereafter, payable without demand.

OKAY

#### ARTICLE 2: REPAIRS AND CARE

The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs other than roof repairs and structural repairs which are not made necessary by any use or misuse of the Tenant, its employees, agents, and invitees, and at the end or their expiration of the term, shall deliver the rented premises in good order and condition, damages by the elements excepted.

OKAY

#### ARTICLE 3: COMPLIANCE WITH LAWS, ETC.

The Tenant shall promptly comply with all laws, ordinances, rules, directives, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to the leased premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with the leased premises during the term of the lease, and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

LANDLORD  
SIGNED:  
T  
C

#### ARTICLE 4: FAILURE TO COMPLY WITH LAWS, ETC.

In case the Tenant shall fail or neglect to comply with these statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's agents may enter and make the repairs and comply with any and all of the statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

OK

#### ARTICLE 5: ASSIGNMENT

The Tenant shall not assign this lease, or sublet or sublease the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any purpose deemed disreputable or extra hazardous on account of fire, under penalty of damages and forfeiture.

OK

#### ARTICLE 6: ALTERATIONS, IMPROVEMENTS

No alterations, additions, or improvements shall be made in or attached to the leased premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.

OK

## ARTICLE 7: FIRE AND OTHER CASUALTY

In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenantable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance and other causes beyond Landlord's control.

Given  
nature of  
tenancy  
1 year  
lease ends

## ARTICLE 8: INSPECTION AND REPAIR

Tenant agrees that the Landlord and Landlord's Agents, and other representatives, shall have the right to enter the premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations as may be necessary for the safety and preservation thereof, but Landlord shall not be obligated to make such inspections.

LANDLORD TO  
PROVIDE  
NOTICE  
Except in  
Emergency

## ARTICLE 9: RIGHT TO EXHIBIT

The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of the premises, or any part thereof, offering the premises, "To Let" or "For Sale", and the Tenant hereby agrees to permit the signs to remain on the premises without hindrance or molestation.

do not interfere  
upon notice

## ARTICLE 10: VACANCY OR EVICTION

If the premises, or any part thereof, shall become vacant during the term, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor, and re-let the premises as the Agent of the Tenant and receive the rent, applying the same, first to the payment of such expenses as the Landlord may have to in re-entering and then to the payment of the rent due by Tenant; Tenant shall remain liable in advance for the entire deficiency to be realized during the term of re-letting.

OKAY

## ARTICLE 11: REPAIRS OF DAMAGES

Landlord may replace, at the expense of Tenant, any and all broken glass in and about the premises. Landlord may insure, and keep insured, all plate glass in the premises for and in the name of Landlord. Bills for the premiums therefor shall be rendered by the Landlord to Tenant at such time as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the premises, caused by the carelessness, negligence or improper conduct on the part of the Tenant or the Tenant's Agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

✓

## ARTICLE 12: SIDEWALKS, DRIVEWAYS, YARDS, ETC.

The Tenant shall neither encumber, nor obstruct the sidewalks, driveways, yards and grounds, entrance to or halls and stairs of the building, nor allow same to be obstructed or encumbered in any manner.

OKAY  
except as necessary

## ARTICLE 13: SIGNS

The Tenant shall neither place, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever, including a real estate brokerage sign, at, in or about the entrance to the premises nor any other part of same except in or at such place or places as may be indicated by the said Landlord or Landlord's representatives. If the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or about the premises or the building wherein the sign is situated, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.

✓

#### ARTICLE 14: NON-LIABILITY OF LANDLORD

It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, fire, ice or snow, or any leak or flow from or into any part of the building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

within the  
demised area

#### ARTICLE 15: DEFAULT OF ANY COVENANTS

If default be made in any of the covenants of this agreement, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to leave again, repossess and enjoy.

After notice  
+ failure to cure

#### ARTICLE 16: PRIORITY OF MORTGAGE

That this lease shall not be a lien against these premises in respect to any mortgages that are now on or that hereafter may be placed against premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable further to effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of canceling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

02/21

#### ARTICLE 17: SECURITY

The Tenant will deposit with the Landlord the sum of \$10,500.00\* as security on execution of leases, for the full and faithful performance by the Tenant of all of the terms and conditions of Tenant's part to be performed, which sum shall be returned to the Tenant without interest after the time fixed as the expiration of the lease term, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on the Tenant's part to be performed. In the event of a bonafide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

notice to  
tenant

\*Represents three months rent. The deposit at no time will be less than three months rent during the term or for any renewals, options, extensions, or expansions.

#### ARTICLE 18: SECURITY DEPOSIT MORTGAGED, ASSIGNED, ETC.

The security deposit under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

04/11

#### ARTICLE 19: FIRE INSURANCE

It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Tenant three days' notice in writing of Landlord's intention so to do and giving of such notice, this lease and the term thereof shall terminate and come to an end.

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#### ARTICLE 20: REMEDIES TENANT'S DEFAULT

Subject to Paragraph 25, it is expressly understood and agreed that in case the premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or any and all their Departments and Bureaus, applicable to the premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt, or make an assignment for the benefit of creditors or

✓

take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to Tenant five days' notice in writing of the Landlord's intention to do so, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the new date were the date originally fixed in this lease for its expiration. Such notice may be given by mail to the Tenant addressed to the leased premises. All notices required to be given to the Tenant may be given by mail addressed to the Tenant at the demised premises.

#### ARTICLE 21: MISCELLANEOUS ADDITIONAL CHARGES

The Tenant shall pay to the Landlord the rent or charge, which may, during the lease term, be assessed or imposed for the water used or consumed in or on the premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed [applicable to sewage disposal and fire line charges, if any], and will also pay the expenses for the setting of a water meter in the premises should the latter be required. If such rent or charges or expenses are not so paid, the same shall be added to the next month's rent thereafter to become due.

#### ARTICLE 22: CREATION OF FIRE HAZARDS

The Tenant will not nor will the Tenant permit under tenant or other persons to do anything in the premises, or permit anything to be brought into the premises or to be kept therein, which will in any way increase the rate of fire insurance on the premises, nor use the premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on the building, and the Tenant agrees to pay on demand any such increase.

#### ARTICLE 23: REMOVAL OF TENANT'S PROPERTY

If after default in payment of rent or violation of any other provision of this lease, or the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such default, removal, expiration of lease, or vacates the premises prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the Tenant and shall become the property of the Landlord.

#### ARTICLE 24: NON-WAIVER BY LANDLORD

The failure of the Landlord to insist strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver of relinquishment for the future of any such covenant, condition or option, but the same shall be and remain in full force and effect.

#### ARTICLE 25: TENANT'S CONTINUED LIABILITY

In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term; such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained, or at the Landlord's option, in advance for the entire deficiency to be realized during the term of re-letting.

#### ARTICLE 26: EMINENT DOMAIN

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of the lease. No part of any award shall belong to the tenant.

# **ARTICLE 27: TENANT OBLIGATION TO PAY RENT**

This lease and the obligation of Tenant to pay rent and perform all of the other covenants and agreements on part of Tenant to be performed shall in no wise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or by strikes, accidents, or by any circumstances or causes beyond the Landlord's control.

does not  
apply if  
premises

# **ARTICLE 28: DELAY IN OCCUPANCY**

Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of that premises are not ready for occupancy, or because a prior Tenant is wrongfully holding over or any other person is wrongfully in possession or because of any other reason; in such event the rent shall not commence until possession is given or is available, but the term of the lease shall not be extended.

private

# **ARTICLE 29: SUBORDINATION OF LEASE**

This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which the premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord further to effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

own

# **ARTICLE 30: WARRANTY AS TO BROKER**

Tenant represents and warrants to Landlord that William Hettler of Resource Realty of Central New Jersey was solely responsible in bringing about this agreement of lease and Landlord relies upon this representation.

LL to pay

# **ARTICLE 31: UTILITIES**

No utilities or services are to be provided by Landlord other than those specifically set forth in this agreement. Electric current for any heater or sprinkler system apparatus, door motors, lighting and exit signs in common adjoining area (if any) is to be supplied and paid for by the Tenant.

tenant to  
investigate  
adequacy

# **ARTICLE 32: ACCESS TO PREMISES**

Access to premises is to be in common with other occupants of the buildings on the property subject to Landlord's rules and regulations thereon from time to time.

only

# **ARTICLE 33: ATTORNEY'S FEES**

The Tenant agrees to pay as additional rent, all attorney's fees at the rate of \$150.00 per hour and other expenses, including but not limited to Landlord's employees time at the rate of \$40.00 per hour per individual with a minimum of \$100.00 per court appearance for each individual all as incurred by the Landlord in enforcing any of the Tenant's obligations under this lease.

NO

# **ARTICLE 34: INCREASE OF TAXES**

Should the total taxes levied on Landlord's said property increase during the term of this lease or any renewed term thereof, over taxes for 2005 then Tenant agrees to pay increase in taxes as additional rent. Such increase shall be computed and determined on the basis of the proportion which the square foot area of the demised premises bears to the total building square foot area of Landlord's property available for leasing. Such amount shall be paid within five (5) days after demand therefor by Landlord and shall be collectible as part of rent. In the event a reduction of the Landlord's property available for rental occurs for any reason after the base year, the computation of the charges due under this lease will be based on an assessment that will not reflect the reduction of property, nor will the Tenant's percentage of space rise as a result of the diminution. The taxes for the year during and following any reduction of rentable area will be considered to

NO



be the assessment, without the reduction (if any) due to the diminution of the property, multiplied by the applicable tax rate.

#### ARTICLE 35: BREACH OF COVENANT

Tenant agrees to use the premises and to conduct its business in such a manner that it will not create a nuisance or disturbance to other Tenants or occupants. Tenant agrees that it will not keep any dogs on the leased premises, that no objectionable or harmful fumes, smoke, objectionable noise, dust, dirt, gas, vapor, or odor of any kind shall emanate outside of the demised premises, that no corrosion of metal or other deterioration of any form of Landlord's property shall occur to the interior or exterior of the Landlord's property as a result of the Tenant's occupancy. Should Tenant violate any provisions of this paragraph, the Landlord may, if he so elects, give Tenant ten days notice of his intention to terminate this lease and/or any renewed term thereof for breach of covenant. In that event this lease and/or any renewed term thereof, shall terminate on the date of expiration of the notice, and Tenant agrees to vacate and surrender the premises to Landlord on that date, but Tenant shall remain liable for payment of rent until the releasing of the premises or if after reasonable effort to relet the premises, until the original termination date of this lease, or until the date of expiration of any renewed term thereof, notwithstanding such earlier termination. Such notice shall be deemed sufficient if addressed to Tenant at the demised premises and mailed by Registered or Certified Mail. A qualified Chemical Engineer of Landlord's choice shall be sole judge as to whether fumes, etc., emanate outside of the demised premises, and if so, whether they are of an objectionable or harmful nature, or as to whether corrosion, or other forms of deterioration of Landlord's property, as a result of Tenant's occupancy is taking place.

#### ARTICLE 36: DAMAGE TO PREMISES

The Tenant shall occupy the demised premises and operate its business and work in a manner as not to damage the premises nor any of its facilities or installation. Should any damage of any kind or size take place, because of Tenant's operation or negligence, except normal wear and tear, Tenant shall forthwith diligently repair or replace with the same or a similar quality as before such damage or loss occurred, and any failure to do so will be considered a default of this lease.

#### ARTICLE 37: LIABILITY INSURANCE

The Tenant at Tenant's own cost and expense shall obtain or provide and keep in full force for the benefit of the Landlord during the term of this lease, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased premises, for injuries to any person or persons, for limits of not less than \$1,000,000.00 for injuries in any one accident or occurrence, and for loss or damage to the property of any person or persons for not less than \$500,000.00. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and shall be delivered to the Landlord, together with the evidence of payment of premiums therefor, not less than fifteen days prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal or replacement policy with proof of the payment of the premium therefor. The Tenant also agrees and shall have, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, and for any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business.

#### ARTICLE 38: TELEGRAPH SERVICE CHARGE

The Tenant, in addition to other obligations stipulated herein, shall pay to Landlord as rent, within ten (10) days after presentation of bill, a telegraph service charge. This service provides central station supervision over building water flow for fire protection purposes. Tenant will pay to the Landlord the monthly sum of

(a) Tenant shall, at Tenant's own expense, comply with the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., and the regulations promulgated thereunder (hereinafter referred to as "ISRA"). Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of the Bureau of Industrial Site Evaluation (hereinafter referred to as "The Bureau") of the State of New Jersey Department of Environmental Protection and Energy (hereinafter referred to as the "NUDEPE"). Should the Bureau or any other division of NUDEPE determine that a clean-up plan be prepared and that a clean-up be undertaken because of any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. Tenant's obligations under this paragraph shall arise if there is any closing, termination or transferring of operations of an industrial establishment at the premises pursuant to ISRA. In the event that the Tenant is not deemed a covered "industrial establishment," then in that event, at no expense to Landlord, the Tenant shall promptly obtain a letter of nonapplicability from the NUDEPE and submit it to the Landlord. Tenant shall indemnify, defend and save harmless Landlord from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges or hazardous substances or wastes at the premises which occur during the term of this Lease; and from all fines, suits, procedures, claims, and actions of any kind arising out of Tenant's failure to provide all information, make all submissions, and take all actions required by the ISRA Bureau or any other division of NUDEPE. Tenant's obligations and liabilities under this paragraph shall continue so long as Landlord is held responsible by any governmental authority for any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease. Tenant's failure to abide by the terms of this paragraph shall be restrainable by injunction.

(b) The Tenant's obligation to pay rent shall continue until such time as the Tenant obtains and delivers to the Landlord, a negative declaration or letter on nonapplicability as defined in the New Jersey Industrial Site Recovery Act, or such other proof, reasonably satisfactory to the Landlord, that the demised premises may be sold without violation of the New Jersey Industrial Site Recovery Act.

(c) Tenant's SIC number is \_\_\_\_\_

02/09/1

NBB

#### ARTICLE 47: LANDLORD'S SIGNATURE

This agreement is not binding unless approved in writing by an authorized representative of the Landlord. The Tenant on paying the yearly rent, and performing the covenants under the lease, shall and may peacefully and quietly have, hold and enjoy the premises for the term of the lease, provided, however, that this covenant is subject to Landlord retaining title to the premises. The covenants and agreements contained in this lease are binding on the parties and their respective successors, heirs, executors, administrators and assigns. The words used in the singular shall include words in the plural where the text of this instrument so requires.

IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

SIGNED, SEALED AND DELIVERED in the presence of:

ATTEST:

BY:

DSC OF NEWARK ENTERPRISES, INC.

Anthony A. Coraci, President

ATTEST:

BY:

Marvin Nafal, President

**Daly, Mary E NAB02**

---

**From:** Daly, Mary E NAB02  
**Sent:** Friday, December 15, 2006 12:53 PM  
**To:** 'Brian Naftal'  
**Subject:** RE: Keystone

Hi Brian,

Yes, the claim was approved and I requested payment. I had expected to receive it last week. When I didn't, I contacted my Finance contact. Our check issuing center in Millington, Tennessee has had some personnel changes and there is a backlog for receiving checks. I will keep checking on its status. I apologize for the delay. As soon as I receive it I will Fed=Ex it to you.

Mary

-----Original Message-----

**From:** Brian Naftal [mailto:bnaftal@usa.net]  
**Sent:** Friday, December 15, 2006 12:36 PM  
**To:** Daly, Mary E NAB02  
**Subject:** Keystone

Dear Mary,

I am writing to see if the approvals for the final reimbursement are completed. I would like to be finished before the end of the year. Thank you for your help.

Regards,

Brian Naftal  
Sales/Operations  
Keystone Plastics, Inc.  
www.keystonesweeperbrushes.com  
office:908-561-1300 ext.121  
nextel:175\*139269\*18  
mobile:908-295-8039



DEPARTMENT OF THE ARMY  
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS  
P. O. BOX 1715  
BALTIMORE, MD 21203-1715

December 18, 2006

Real Estate Division  
Civil Projects Support Branch

Environmental Protection Agency, Region II  
ATTN: Mr. Peter Mannino (19<sup>th</sup> Floor)  
290 Broadway  
New York, New York 10007

Dear Mr. Mannino:

Per your request, in connection with the Cornell-Dubilier Superfund Project, Borough of South Plainfield, New Jersey, enclosed please find copies of relocation claim forms and invoices/receipts, from the Furniture X-Change and Keystone Plastics. Copies of the leases at the replacement site for each of these tenants had previously been sent to you. If you have any questions on the above, don't hesitate to contact me at 410-962-5136.

Sincerely,

Mary Daly  
Realty Specialist, Civil Projects Support Branch  
Real Estate Division

2 Enclosures

DALY/CENAB-RE-C/25136 12/18/06

Claim for Actual Reasonable  
Moving and Related Expenses  
Businesses, Nonprofit Organizations  
and Farm Operations

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement  
before completing this form

AGENCY NAME PROJECT NAME TRACT NUMBER  
U.S. Army Corps of Engineers Cornell-Dubilier Superfund Site N/A

NAME UNDER WHICH NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING  
CLAIMANT CONDUCTS OPERATIONS: CLAIM ON BEHALF OF CLAIMANT:  
Keystone Plastics

Address From Which Claimant Moved: Address To Which Claimant Moved:  
333 Hamilton Blvd 1355 W. Front St  
S.D. NY Plainfield NJ  
Date First Occupied Property: Date Move Started: 10-29-06  
Date Move Completed: 10-20-06

TYPE OF OPERATION: ☒ Business ☐ Nonprofit Organization ☐ Farm Operation  
TYPE OF OWNERSHIP: ☐ Sole Proprietorship ☒ Corporation ☐ Partnership ☐ Nonprofit Organization  
IS THIS A FINAL CLAIM? ☐ YES ☐ NO (If "No", attach an explanation)  
DOES CLAIMANT INTEND TO REESTABLISH? ☒ YES ☐ NO

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$	\$
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$ 10,000	\$ 10,000
(7) Total Amount Claimed	\$	\$
(8) Amount Previously Received (if any)	\$	\$
(9) Amount Requested	\$ 10,000	\$ 10,000

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either Unincorporated or Incorporated:

☐ Unincorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as \_\_\_\_\_  
occupies the property at \_\_\_\_\_

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, \_\_\_\_\_, as \_\_\_\_\_ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States.

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest) Signature and Date

☒ Incorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as Keystone Plastics  
occupies the property at 3451 S. Clinton Ave South Plainfield NJ

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

Signature and Date

Title

**Determination of Reestablishment Expenses:** (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
RENT INCREASE				\$	\$ 10,000
				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$ 10,000

**Eligible Moving and Related Expenses:**

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

**Eligible Reestablishment Expenses:**

1. Repairs of improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance).

**Ineligible Expenses:**

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

**Privacy Act Notice:** This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

**Certification By Claimant(s):** I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

**SIGNATURE OF CLAIMANT(S) & DATE:**

**NAME & TITLE (Type or Print)**

Brian Nattel 11-27-06 Brian Nattel Manager

**TO BE COMPLETED BY AGENCY:**

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$ 10,000. -	Mary Daly	Mary Daly	11/29/06
Approved	\$ 10,000	Susan R. Lewis	SUSAN R. LEWIS	11/30/06

12/19/2006

CENAB-RE-C

Request for Overnight Mail Service

<u>Mr. Brain Naftal</u>		
RECIPIENT'S NAME	PHONE NUMBER	
<u>Keystone Plastics</u>		
COMPANY NAME	SUITE OR ROOM NUMBER	
<u>1355 West Front Street</u>		
EXACT ADDRESS **NO P.O. BOXES**		
<u>Plainfield</u>	<u>New Jersey</u>	<u>07063</u>
CITY	STATE	ZIP CODE

POC FOR THIS ACTION IS:

Mary Daly x513  
7600-M

Ref:	Date: 12/19/2006	SHIPPING:	4.41
Dep:	Wgt: 0.1 LBS	SPECIAL:	0.00
	DV:	HANDLING:	0.00
		TOTAL:	4.41
Svcs: PRIORITY OVERNIGHT			
TRCK: 9015 6919 9451			

Track Shipments  
Detailed Results [Quick Help](#)

<b>Tracking number</b>	901569199451	<b>Destination</b>	PLAINFIELD, NJ
<b>Signed for by</b>	S.WARTMAN	<b>Delivered to</b>	Receptionist/Front Desk
<b>Ship date</b>	Dec 19, 2006	<b>Service type</b>	Priority Envelope
<b>Delivery date</b>	Dec 21, 2006 11:00 AM	<b>Weight</b>	0.5 lbs.
<b>Status</b>	Delivered		

Date/Time	Activity	Location	Details
Dec 21, 2006	11:00 AM Delivered	PLAINFIELD, NJ	
	9:10 AM Departed FedEx location	NEWARK, NJ	
	8:57 AM On FedEx vehicle for delivery	EDISON, NJ	
	6:35 AM At local FedEx facility	EDISON, NJ	
Dec 20, 2006	9:38 AM Delivery exception	BRANCHBURG, NJ	Incorrect address
	9:38 AM Delivery exception	BRANCHBURG, NJ	Incorrect address
	9:38 AM Delivery exception	BRANCHBURG, NJ	Incorrect address
	8:54 AM Departed FedEx location	NEWARK, NJ	
	8:38 AM On FedEx vehicle for delivery	BRANCHBURG, NJ	
	7:50 AM At local FedEx facility	BRANCHBURG, NJ	
Dec 19, 2006	9:23 PM Left origin	LINTHICUM HEIGHTS, MD	
	5:02 PM Picked up	LINTHICUM HEIGHTS, MD	
	12:39 PM Package data transmitted to FedEx		

[Signature proof](#)[E-mail results](#)[Track more shipments](#)

## Subscribe to tracking updates (optional)

Your Name: Your E-mail Address: 

E-mail address

Language

Exception updates

Delivery updates

<input type="text"/>	English <input type="checkbox"/>
<input type="text"/>	English <input type="checkbox"/>
<input type="text"/>	English <input type="checkbox"/>
<input type="text"/>	English <input type="checkbox"/>

☐☐☐☐☐☐☐☐Select format: ☒ HTML ☐ Text ☐ Wireless

Add personal message:

Not available for Wireless or non-English characters.

☐By selecting this check box and the Submit button, I agree to these [Terms and Conditions](#)[Submit](#)





DEPARTMENT OF THE ARMY  
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS  
P. O. BOX 1715  
BALTIMORE, MD 21203-1715

December 19, 2006

Real Estate Division  
Special Projects Support Branch

Mr. Brian Naftal  
Keystone Plastics, Inc.  
1355 West Front Street  
Plainfield, New Jersey 07063

Dear Mr. Naftal:

Enclosed please find U. S. Treasury Check No. 873601408792 in the amount of \$10,000 as full payment for reestablishment expenses in connection with the relocation of Keystone Plastics from the Cornell-Dubilier Superfund Site at 333 Hamilton Boulevard, South Plainfield, New Jersey to 1355 W. Front Street, Plainfield, New Jersey. If you have any questions on the above or on other reimbursement issues regarding your relocation, please don't hesitate to contact Ms. Mary Daly at 410-962-5136.

Sincerely,

**SIGNED**  
Susan K. Lewis  
Environmental Program Manager  
Real Estate Division

Enclosure

DALY/CENAB-RE-C/5136 MD 12/19/06  
LEWIS/CENAB-RE-S

PUBLIC VOUCHER FOR PURCHASES AND  
SERVICES OTHER THAN PERSONAL

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION

USAED, BALTIMORE, ATTN: CENAB-RE-C  
Real Estate, 7th Floor  
City Crescent Building  
10 South Howard Street  
Baltimore, MD 21201

DATE VOUCHER PREPARED

November 25, 2006

CONTRACT NUMBER AND DATE

REQUISITION NUMBER AND DATE

SCHEDULE NO.

PAID BY

PAYEE'S  
NAME  
AND  
ADDRESS

Keystone Plastics, Inc.  
3451 south Clinton Avenue  
South Plainfield, New Jersey 07080

PLEASE FED EX CHECK TO DISTRICT NLT 07 Dec 2006

#1 JNYC  
12/15/06 PB  
12/14/06

DATE VOICE RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NUMBER

SHIPPED FROM

TO

WEIGHT

GOVERNMENT B/L NUMBER

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT PRICE		AMOUNT (1)
				CO ST	PER	
		CORNELL-DUBILIER SUPERFUND SITE, PLAINFIELD, NEW JERSEY, Payment for Moving Expenses in connection with Relocation from 333 Hamilton Blvd, S. Plainfield, NJ  Owner: Keystone Plastics, Inc. Tax ID 221476437				\$10,000.00

(Use continuation sheet(s) if necessary)

(Payee must NOT use space below)

TOTAL

\$10,000.00

PAYMENT

- ☐ PROVISIONAL  
☒ COMPLETE  
☐ PARTIAL  
☐ FINAL  
☐ PROGRESS  
☐ ADVANCE

APPROVED FOR

\$10,000.00

EXCHANGE RATE

= \$1.00

DIFFERENCE \$

BY  
CENTRAL  
MAIL  
ROOM  
DEC 6 PM 3:23

SEAN K. LEWIS

Environmental Program Manager, Real Estate Division

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

(DATE)

(Authorized Certifying Officer) 2

(TIME)

ACCOUNTING CLASSIFICATION

9415FC

CHECK NUMBER

ON ACCOUNT OF U.S. TREASURY

CHECK NUMBER

CASH

PAYEE'S

1. When stated in foreign currency, insert name of currency.

2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title.

3. When a voucher is received in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

PER

TITLE

Previous edition obsolete

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

06 DEC 18 PM 3:23

USA Corps of Engineers  
Finance Center  
572 Integrity Drive  
Millington TN 38054-5005

Obli No	KEYSTONE
Delivery order	1
Inv Ref No	MOVING EXPENSES
Payment Date	12/15/2006
Pmt Method	TCHEC

E1

KEYSTONE PLASTICS INC  
CO USACE CENAB-RE-C  
10 S HOWARD STREET  
BALTIMORE MD 21201

Pmt Amt	10000.00
Discount Amt	.00
Interest Amt	.00
Check/EFT no	1408792
Disb Station Symbol	8736

**Daly, Mary E NAB02**

---

**From:** Brian Naftal [bnaftal@usa.net]  
**Sent:** Thursday, January 04, 2007 10:12 AM  
**To:** Daly, Mary E NAB02  
**Subject:** RE: Did you Receive Check (UNCLASSIFIED)

Dear Mary,

Happy New Year to you as well.

Thank you for all your help with the moving. I did receive everything and I appreciate you.

Regards,

Brian

-----Original Message-----

From: Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]  
Sent: Wednesday, January 03, 2007 11:59 AM  
To: Brian Naftal  
Subject: Did you Receive Check (UNCLASSIFIED)

Classification: UNCLASSIFIED  
Caveats: NONE

Happy New Year, Brian,

I just want to confirm that you received the reimbursement check for \$10,000.

Thanks,

Mary

Classification: UNCLASSIFIED  
Caveats: NONE